

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER N3220519R3504		PAGE 1 OF 127	
2. CONTRACT NO. N3220519C3504		3. AWARD/EFFECTIVE DATE 12-Jul-2019		4. ORDER NUMBER		5. SOLICITATION NUMBER N3220519R3504	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SUSAN KUNCKEN				b. TELEPHONE NUMBER (No Collect Calls)	
8. OFFER DUE DATE/LOCAL TIME 01:00 PM 31 May 2019							
9. ISSUED BY MILITARY SEALIFT COMMAND NORFOLK 471 EAST C STREET, BLDG SP-64 NAVAL STATION N NORFOLK VA 23511 TEL: FAX:		CODE N32205		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 483111 SIZE STANDARD: 500			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
				14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP			
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY SEE ITEM 9			
17a. CONTRACTOR/ OFFEROR SCHUYLER LINE NAVIGATION COMPANY, LLC RUSSELL PARET 130 SEVERN AVE STE 201 ANNAPOLIS MD 21403-2612 TELEPHONE NO. 410-216-9281		CODE 6U8J1		FACILITY CODE		18a. PAYMENT WILL BE MADE BY WAWF SUBMIT ELECTRONIC INVOICES IAW WAWF CONTRACT CLAUSE MSC WORLDWIDE DC ANY	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$1,915,950.00	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				29. AWARD OF CONTRACT: REF. N32205-19-R-3504 OFFER DATED <u>17-Jun-2019</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) (b)(6)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Michael Peroha / Contract Specialist TEL: (757) 443-1473 EMAIL: michael.peroha@navy.mil		31c. DATE SIGNED 12-Jul-2019	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 127	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	CHARTER HIRE - FIRM PERIOD FFP				\$0.00

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	CHARTER HIRE FFP CLIN1-FY2019/N3220519P3504/SLNC PAX/5 YR FE SHALLOW DRAFT TIME CHTR/LAY 01-02 AUG 2019/POP (b)(4)/CHTR FOB: Destination PURCHASE REQUEST NUMBER: N322059192P5T1 V124	(b)(4)	Days	\$ (b)(4)	\$ (b)(4)

NET AMT	\$ (b)(4)
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ACRN AA	\$ (b)(4)
CIN: N322059192P5T10001	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	FUEL CHARGES - FIRM PERIOD FFP				\$0.00

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	FUEL FFP CLIN3-FY2019/N3220519P3504/SLNC PAX/5 YR FE SHALLOW DRAFT TIME CHTR/LAY 01-02 AUG 2019/POP (b)(4)/FUEL FOB: Destination PURCHASE REQUEST NUMBER: N322059192P5T1 V124	(b)(4)	Lot	\$ (b)(4)	\$ (b)(4)

NET AMT	\$ (b)(4)
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ACRN AA	\$ (b)(4)
CIN: N322059192P5T10003	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	REIMBURSABLES - FIRM PERIOD FFP				\$0.00

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA	PORT CHARGES FFP CLIN2-FY2019/N3220519P3504/SLNC PAX/5 YR FE SHALLOW DRAFT TIME CHTR/LAY 01-02 AUG 2019/POP (b)(4)/PORT FOB: Destination PURCHASE REQUEST NUMBER: N322059192P5T1 V124	(b)(4)	Lot	\$ (b)(4)	\$ (b)(4)

NET AMT

\$ (b)(4)

ACRN AA
CIN: N322059192P5T10002

\$ (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	CHARTER HIRE - OPTION PERIOD 1 FFP FOB: Destination V124	(b)(4)	Days	\$ (b)(4)	\$ (b)(4)

NET AMT

\$ (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 OPTION	FUEL CHARGES - OPTION PERIOD 1 FFP FOB: Destination V124				\$0.00

NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003 OPTION	REIMBURSABLES - OPTION PERIOD 1 FFP FOB: Destination V124				\$0.00
					<hr/>
				NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	CHARTER HIRE - OPTION PERIOD 2 FFP FOB: Destination V124	(b)(4)	Days	\$ (b)(4)	\$ (b)(4)
					<hr/>
				NET AMT	\$ (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 OPTION	FUEL CHARGES - OPTION PERIOD 2 FFP FOB: Destination V124				\$0.00
					<hr/>
				NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003					\$0.00
OPTION	REIMBURSABLES - OPTION PERIOD 2				
	FFP				
	FOB: Destination				
	V124				

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		(b)(4)	Days	\$ (b)(4)	\$ (b)(4)
OPTION	CHARTER HIRE - OPTION PERIOD 3				
	FFP				
	FOB: Destination				
	V124				

NET AMT	\$ (b)(4)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002					\$0.00
OPTION	FUEL CHARGES - OPTION PERIOD 3				
	FFP				
	FOB: Destination				
	V124				

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003					\$0.00
OPTION	REIMBURSABLES - OPTION PERIOD 3				
	FFP				
	FOB: Destination				
	V124				

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001		(b)(4)	Days	\$ (b)(4)	\$ (b)(4)
OPTION	CHARTER HIRE - OPTION PERIOD 4				
	FFP				
	FOB: Destination				
	V124				

NET AMT	\$ (b)(4)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002					\$0.00
OPTION	FUEL CHARGES - OPTION PERIOD 4				
	FFP				
	FOB: Destination				
	V124				

NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003					\$0.00
OPTION	REIMBURSABLES - OPTION PERIOD 4 FFP FOB: Destination V124				
NET AMT					\$0.00

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	N/A
0001AA	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	N/A
0002AA	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	N/A
0003AA	N/A	N/A	N/A	Government
1001	N/A	N/A	N/A	Government
1002	N/A	N/A	N/A	Government
1003	N/A	N/A	N/A	Government
2001	N/A	N/A	N/A	Government
2002	N/A	N/A	N/A	Government
2003	N/A	N/A	N/A	Government
3001	N/A	N/A	N/A	Government
3002	N/A	N/A	N/A	Government
3003	N/A	N/A	N/A	Government
4001	N/A	N/A	N/A	Government
4002	N/A	N/A	N/A	Government
4003	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	N/A	N/A	N/A	N/A
0001AA	POP 01-AUG-2019 TO 30-SEP-2019	N/A	N/A FOB: Destination	

0002	N/A	N/A	N/A	N/A
0002AA	POP 01-AUG-2019 TO 30-SEP-2019	N/A	N/A FOB: Destination	
0003	N/A	N/A	N/A	N/A
0003AA	N/A	N/A	N/A	N/A
1001	N/A	N/A	N/A	N/A
1002	N/A	N/A	N/A	N/A
1003	N/A	N/A	N/A	N/A
2001	N/A	N/A	N/A	N/A
2002	N/A	N/A	N/A	N/A
2003	N/A	N/A	N/A	N/A
3001	N/A	N/A	N/A	N/A
3002	N/A	N/A	N/A	N/A
3003	N/A	N/A	N/A	N/A
4001	N/A	N/A	N/A	N/A
4002	N/A	N/A	N/A	N/A
4003	N/A	N/A	N/A	N/A

ACCOUNTING AND APPROPRIATION DATA

AA: 97 X 4930 FD20 000 00033 0 000033 2F000000000000000000
AMOUNT: \$1,915,950.00

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	0001AA	N322059192P5T10001	\$ (b)(4)
	0002AA	N322059192P5T10003	\$ (b)(4)
	0003AA	N322059192P5T10002	\$ (b)(4)

PREAMBLE

MILITARY SEALIFT COMMAND TANKER TIME CHARTER (TANKTIME) OCTOBER 2013

PREAMBLE

1. This Request for Proposals (RFP) is a solicitation for offers to perform a Charter Party (the “Contract” or the “Charter”) in accordance with the terms and conditions herein.
2. The Charter, when awarded, will consist of the completed Standard Form (SF) 1449, this Preamble, and Parts I through IX.
3. The signature of the Contracting Officer on SF 1449 signifies acceptance of the Contractor’s proposal and award of the Charter. The SF 1449 and Parts I through IX contain in full all of the amendments, references, responses, deletions, additions and interlineations made by both parties to the RFP and the proposal as of the Charter Party date. In the event that there is any inconsistency between the terms and conditions of this Contract and those in an offeror’s proposal, this Contract shall control. All references to boxes in Parts II through IX shall be to Part I boxes unless otherwise stated.
4. Each of the Parts or any portion thereof of this Charter Party shall be deemed severable, and should any Part or any portion thereof be held invalid, illegal, or unenforceable, the remaining Parts and portions thereof shall continue in full force and effect. The headings herein are for the sake of convenience and reference only, and shall not affect the interpretation of this Charter Party.

LIST OF EFFECTIVE CHANGES

Revision Num.	Description	Date
1	Part II: Updated FAR 52.212-4	Oct 1, 2013
	Part II o (8): Added requirement for communication/navigation equipment	
	Part III d(2): Requirement changed to better address both US and foreign flag offers	
	Part III g(8): Reserved	
	Part IV (af) (1): Reserved	
	Part IV (aq): Added eCMRA language	
	Part VI: Updated FAR 52.212-5	
	Part IX(C): Deleted references to ramps, cranes and elevators and added cargo pumps and inert gas systems	
	Part XI(e): Corrected reference to TANKTIME boxes	

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COMMERCIAL ITEMS**

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PART 1 - TANK TIME BOXES

MSC TANKTIME 2013

Vessel(s): M/T SLNC PAX
Owner, DUNS, CAGE, TIN (and TIN of parent, if applicable): OWNER: Schuyler Line Navigation Company, LLC DUNS: (b)(4) CAGE: (b)(4) TIN: (b)(4) TIN of Parent Firm: (b)(4)

I. TANKTIME BOXES

Solicitation Number (date): N32205-19-R-3504 (xx Dec 18)	Contract Number (date):
1. Vessel(s) Required: The vessel requirements are provided as Attachment E - Performance Work Statement (PWS). FAR 52.212-4(as tailored) has been amended in box 6 to give first precedence to the dry time boxes and attachment E in the ORDER OF PRECEDENCE clause.	2. Place/Range of Delivery: Western Pacific Ocean Range in charterer's option (Intentions Japan or Korea)
	3. Place/Range of Redelivery: Western Pacific Ocean Range in charterer's option (Intentions Japan or Korea)
4. Charter Period A 366 days' firm period with three 12-month options and one eleven-month option.	5. Laydays: Commencing: 01 August 2019 Cancelling: 30 November 2019
6. Terms/Conditions/Attachments added, deleted or modified: AMEND PART I TANK TIME VESSEL/OWNER BOX, REPLACE "Data Universal Numbering System (DUNS) Number" with "Unique Entity Identifier (UEI)" in the Owner Box. AMEND PART II FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (SEP 2013) (s) TO READ: ORDER OF PRECEDENCE (TAILORED) Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) Information set forth in the Boxes (Part I) and Attachment E-PWS; (2) Paragraphs (b), (d), (g), (i), (q) and (r) of FAR 52.212-4 (as tailored); (3) The clause at FAR 52.212-5; (4) Any remaining addenda or portions thereof within this solicitation or Contract; (5) The Standard Form 1449; (6) Solicitation provisions if this is a solicitation; (7) Other documents, exhibits, and attachments other than Attachment E-PWS.	

	Vessel(s) :
Solicitation Number (date):	Contract Number (date):

Conduct of Master, Officers, and Crew. The Master, Officers, and crew shall be appointed or hired by the Owner and shall be deemed to be the servants and agents of the Owner at all times except as otherwise specified in this Charter. The Master of the Vessel shall be under the Charterer's direction with regard to the employment of the Vessel, but shall not be under the Charterer's orders with regard to the navigation, care, and custody of the Vessel. If the Charterer shall have reason to be dissatisfied with the conduct of the Master, Officers, or crew, the Owner shall, upon receiving the particulars of the complaint, investigate the matter and resolve the issue to the satisfaction of the charterer. Any and all additional costs including but not limited to attorney's fees incurred as a result of removal of such personnel shall be for the Owner's account.

ADD PART IV (d) (3): Offerors shall identify those ports in which they have any active arrest warrants or similar actions pending that would either delay the vessel from performing, or otherwise prevent the vessel from free entry/departure.

DELETE PART IV(g) AND IV(h) and replace with the following:

g. INSURANCE.
(Paragraph's with the Checked Box are incorporated into this contract)

g-1 Vessel Owner's Insurance.

g-1.1 During the full period of this Charter Party, Contractor shall maintain marine insurance coverage on the Vessel, including:

- i. Hull and Machinery,
- ii. Protection and Indemnity (P&I) (including pollution liability),
- iii. War Risk Hull and Machinery,
- iv. War Risk Protection and Indemnity (P&I), and
- v. Second Seaman's War Risk. (the principal sum of which shall be \$200,000.00 per Master, Officer, or crew member (this is also the loss-of-life benefit)).

Except as otherwise expressly provided in Section G-1.3 below or as expressly provided in the section entitled "War" (H-1), all expenses for such insurance coverage (including but not limited to premiums, additional premiums, calls, commissions, overspill claims, advancements, assessments, deductibles, and all other insurance costs regardless of Charterer or Contractor fault, neglect, action or inaction, or cause of claim or cost whatsoever) shall be for Contractor's account and shall be deemed to be included in the hire payable under this Charter Party. Contractor shall make insurance claims under applicable policies for all damages, injuries, or claims arising from or related to this Charter when directed by Charterer regardless of Charterer's fault, neglect, action, inaction, or breach of clauses, obligations or warranties (express, implied or otherwise) of this Charter Contract.

☒ 1.1.1 At least 10 calendar days prior to delivery of Vessel, Contractor shall provide the Contracting Officer copies of policies and rule books evidencing that required coverage has been obtained and demonstrating that the coverage is consistent with the requirements of this section. Contractor's failure to provide the required policies and rule books may be considered material breach of this Contract.

g-1.2 Contractor agrees to indemnify and hold harmless the Charterer for all liability, costs, or expenses arising from or related to this contract and involving covered risks and losses under the terms of the insurance required in G-1.1 above. Contractor shall obtain an endorsement on all of

	Vessel(s) :
Solicitation Number (date):	Contract Number (date):

Contractor's insurance policies listed in Section G-1.1 by which Contractor's Insurer "waives all rights of subrogation against the United States of America regardless of amount."

g-1.3 If Vessel is sent beyond the limits of American Institute Trade Warranties under this Charter Party, the Charterer agrees to reimburse the Contractor for the actual extra cost of additional premiums and/or increased deductible levels to the extent such extra cost is occasioned by the Vessel's trading beyond such limits. Contractor shall immediately notify Charterer whenever any sailing orders will send the Vessel beyond such limits, shall identify to Charterer any anticipated additional cost of insurance relating thereto, and shall obtain Charterer's approval to proceed beyond such limits prior to doing so. If Contractor fails to provide the notifications required or to obtain Charterer's informed prior approval, Charterer shall not be required to reimburse the Contractor for the costs described in this paragraph. The issuance of sailing orders, by itself, does not constitute approval in advance by Charterer.

g-1.4 All policies shall contain an endorsement stating that "in the event Insurer receives from Vessel Owner any notice of cancellation or any notice of material change to the policy or its coverage, the cancellation or change shall not be effective until 30 days after written notice thereof is provided to Charterer's Contracting Officer by the Insurer (unless such change is directed by the Charterer's Contracting Officer)." Additionally, Contractor shall immediately notify Charterer of any change whatsoever in coverage.

g-2 Charterer Named Additional Assured on Owner's Hull Policy, War Risk Hull Policy, and Second Seaman's War Risk Policy.

g-2.1 The United States of America (as Charterer) shall be named as an additional assured with waiver of subrogation under the Contractor's Hull and Machinery policy (and Increased Value policy if applicable), War Risk Hull and Machinery policy, and Second Seaman's War Risk policy.

☒ 2.1.1 At least 10 calendar days prior to delivery of vessel, Contractor shall provide the Contracting Officer copies of policies or cover notes evidencing that the required coverage has been obtained. Contractor's failure to provide the required policies or cover notes may be considered material breach of this contract.

g-2.2 "Other than owner" and "as owner" limitations. If Contractor's Hull and Machinery policy (and Increased Value policy if applicable), War Risk Hull and Machinery policy, or Second Seaman's War Risk policy contain(s) any provision limiting coverage under the policy only to liabilities arising as owner of the vessel, Contractor shall arrange for such limiting provision to be stricken from the policy.

g-2.2.1 If Contractor's Hull and Machinery policy (and Increased Value policy if applicable), War Risk Hull and Machinery policy, or Second Seaman's War Risk policy contain(s) any provision designed to limit the effect of striking "other than owner" or "as owner" provisions as required in Section G-2.2, such provisions shall also be amended to ensure Charterer is provided full benefit of the insurance for its acts as Charterer.

g-2.3 Limitations of Coverage to U.S. Limitation of Shipowners' Liability Act (or similar) limitation amounts. If Contractor's Hull and Machinery policy (and Increased Value policy if applicable), War Risk Hull and Machinery policy, and/or Second Seaman's War Risk policy contain(s) any provision(s) limiting maximum payment to Owner in any instance to the amount to which Owner is able to limit Owner's liability pursuant to the U.S. Limitation of Shipowners' Liability Act of 1851, the 1976 Convention on Limitation of Liability for Maritime Claims, or any similar law, Contractor shall arrange for such limiting language to be stricken or amended to

	Vessel(s) :
Solicitation Number (date):	Contract Number (date):

ensure the policy or policies are not similarly limited in payment or coverage amount with respect to coverage afforded the United States of America as additional assured Charterer.

g-3 P&I Insurance for Charterer's Risks or Time Charterer Protection and Indemnity (P&I) with P&I War Risk Coverage.

g-3.1 Contractor shall obtain P&I Insurance for Charterer's Risks or a Time Charterer Protection and Indemnity policy/entry with P&I War Risk coverage for the United States of America (as Charterer) covering all risks typically covered by P&I Insurance for Charterer's Risks or Time Charterer Protection and Indemnity entries with P&I War Risk coverages in Protection and Indemnity associations that are members of the International Group. Except as otherwise expressly provided in the section entitled "War," all expense of such policy/entry described in this section (including but not limited to premiums, additional premiums, calls, commissions, overspill claims, advancements, assessments, deductibles, and all other insurance costs regardless of Charterer or Contractor fault, neglect, action or inaction, or cause of claim or cost whatsoever) shall be for Contractor's account and shall be deemed to be included in the hire payable under this Charter Party. Contractor shall make insurance claims under the Time Charterer Protection and Indemnity policy/entry described in this section when directed by Charterer.

☒ 3.1.1 At least 10 calendar days prior to delivery of Vessel, Contractor shall provide the Contracting Officer a copy of the policy. Contractor's failure to provide the required copy of the policy may be considered material breach of this Contract.

☒ 3.1.2 The Time Charterer Protection and Indemnity policy/entry with P&I War Risk coverage shall provide coverage of \$500,000,000.00.

g-3.2 Charterer shall not be obliged to declare to the insurer all ships chartered by it. Contractor will advise the insurer that the Charterer will not declare all ships chartered by it to the insurer, and shall obtain an endorsement on the policy stating, "the United States of America, as Charterer, is not required to declare to [insert insurer name] all ships chartered by it."

g-4 Contractor to Indemnify. If Contractor fails to name the United States as additional assured with waiver of subrogation on Contractor's Hull and Machinery policy (and Increased Value policy if applicable), War Risk Hull and Machinery policy, or Second Seaman's War Risk policy as required by Section G-2; or fails to obtain for the United States the P&I Insurance for Charterer's Risks or Time Charterer P&I policy/entry with War Risks coverage required by Section G-3; the Contractor shall indemnify and hold harmless the Charterer for all liability, costs, or expenses involving covered risks and losses under the required insurance policies/coverage.

g-4.1 Contractor shall not, through action or inaction (including but not limited to failing to meet all conditions of a policy, causing through action or inaction cessation of a policy, or violating any warranty of a policy), vitiate or void the coverage afforded by the Contractor's Hull and Machinery policy (and Increased Value policy if applicable), War Risk Hull and Machinery policy, Second Seaman's War Risk policy, or the coverage afforded by the Time Charterer Protection and Indemnity policy/entry with P&I War Risk coverage. If any such policy is vitiated or voided by Contractor's action or inaction as described in this Section G-4.1, Contractor shall indemnify and hold harmless the Charterer for all liability, costs, or expenses which would have been covered by the policy had such policy or coverage remained in full force and effect.

g-4.2 In the event Contractor fails to strike "other than owner" or "as owner" provisions per Section G-2.2, fails to amend supplemental limiting provisions as described in Section G-2.2.1, or fails to amend provisions limiting payment or coverage as described in Section G-2.3, Contractor

	Vessel(s) :
Solicitation Number (date):	Contract Number (date):

shall indemnify and hold harmless the Charterer for all liability, costs, or expenses which would have been covered by Contractor's Hull and Machinery policy (and Increased Value policy if applicable), War Risk Hull and Machinery policy, and Second Seaman's War Risk policy had such provisions been stricken or amended as required.

h-1 War.

h-1.1 Voyage Instructions. Operating limits of the Vessel subject to this Contract shall be worldwide. If the Vessel is ordered under this Charter Party to any port, place, zone, or route involved in a state of war, warlike operations or hostilities, civil strife, or piracy (whether there be a declaration of war or not) where it might be reasonably expected to be subject to capture, seizure, arrest, or hostile act by a belligerent power (whether de facto or de jure), pirate, or terrorist, it shall be unreasonable for the Contractor not to prosecute said voyage if insurance against said risks is then available commercially or under a Government program, or if the Government offers the Contractor indemnification against said risks pursuant to Public Law 85-804 (72 Stat. 972, August 28, 1958).

h-1.2 The Contractor shall immediately notify the Charterer: (i) whenever any sailing orders will result in the Vessel subject to this Contract being sent beyond the limits of the War Risk Trading Warranties of insurance policies required under this contract (to include entry into a war risk exclusion zone or when the Vessel will enter, sail for, or deviate towards the territorial waters of any of the Countries or places or any other waters described in the Lloyd's Joint War Committee's current Hull War, Strikes, Terrorism and Related Perils Listed Areas); (ii) if there are any changes to the War Risk Trading Warranties of insurance policies required under this contract (including changes to the exclusion zones or the Hull War, Strikes, Terrorism and Related Perils Listed Areas) or changes to War Risk premiums, charges, or deductibles; or (iii) whenever additional premium charges or costs will be incurred as a direct result of compliance with any sailing orders issued by the Charterer under this Contract. The Contractor shall ensure that the insurers provide it relevant information in a timely manner. If the Contractor has given this required notice to the Charterer, the Charterer will reimburse the Contractor for the increase in costs (if any) of insurance premiums, charges, or deductibles which arise from the Vessel sailing beyond the applicable War Risk Trading Warranties (including changes to the war risk exclusion zones) when entry into any exclusion zone or Hull War, Strikes, Terrorism and Related Perils Listed Areas under such insurance has been approved in advance by the Charterer. The issuance of sailing orders, by itself, does not constitute approval in advance by the Charterer. The Charterer may give the Contractor notice and instructions concerning suspension of commercial War Risk insurance coverage and substitution of Government indemnity or Government War Risk insurance as detailed in the section entitled "Government War Risk Insurance/Indemnity" below.

h-1.3 Additional Wage Costs. The Charterer shall reimburse Contractor for the cost of provable additional master and crew wages (including all additional bonuses and payments required) to the extent that such additional costs arise directly from exposure of the Vessel, and/or Vessel's master and crew, to the risks described in the paragraph entitled "Voyage Instructions" above. However, any of said wages or payments shall not exceed in amount that which would be payable, under applicable laws and regulations, to U.S. civil service mariners in the employ of the Military Sealift Command in a similar port, place, zone, or route. Contractor shall notify Charterer of all anticipated additional wage costs prior to entering any location which would trigger such additional costs; and no such costs shall be reimbursable unless Charterer, after notification of such costs, provides approval to enter such location.

h-2 Government War Risk Insurance/Indemnity.

h-2.1 General. Upon receipt of notice and instructions from the Contracting Officer, as specified in the last sentence of Section H-1.2 of the section entitled "War (H-1)" above, concerning suspension of commercial War Risk insurance coverage and substitution of Government indemnity or Government War Risk insurance, the Contractor shall, as soon as practicable, contact its insurance brokers or underwriters and arrange for the suspension of its commercial War Risk insurance upon entry of the vessel into, or extension

	Vessel(s) :
Solicitation Number (date):	Contract Number (date):

of stay of the vessel in any area(s) excluded by the War Risk Trading Warranties, or when the vessel will enter, sail for, or deviate towards the territorial waters of any of the Countries or places, or any other waters described in the Lloyd's Joint War Committee's current Hull War, Strikes, Terrorism and Related Perils Listed Areas, as the case may be, subject to resumption of its commercial War Risk insurance upon exiting such area(s). In such instances, the Contractor shall accept the Government's indemnity or Government War Risk insurance, whichever is applicable, in lieu of such commercial War Risk insurance. The Contractor shall ensure that the suspension of its commercial War Risk coverage is coincident with the time that any Government indemnity or Government War Risk insurance becomes effective, and shall likewise ensure that its commercial War Risk insurance is resumed at the time when any Government indemnity or Government War Risk insurance becomes ineffective. The Contractor shall retain the same risks, such as deductibles (if any), that it has under its commercial insurance.

h-2.2 Government War Risk Insurance. Under the authority of 46 U.S.C. § 53905, the United States Maritime Administration (MARAD), at the request of Commander, Military Sealift Command, may furnish the following war risk insurance coverage, which will be effective during the Vessel's transit under this Contract in areas which are in war risk exclusion zones, or waters described in the current Lloyd's Joint War Committee Hull War, Strikes, Terrorism and Related Perils Listed Areas, or otherwise excluded under the Contractor's commercial marine War Risk trading warranties, and which are designated by notice from the Contracting Officer to the Contractor:

(1) War Risk Hull Coverage, insured at the hull value stated in Vessel's current commercial hull and increased-value policies effective on Charter Party date, a copy of which current hull policies shall be furnished to Charterer;

(2) War Risk Protection and Indemnity coverage, insured at a value of either (i) 150% of the hull value stated in Vessel's current commercial hull policy effective on Charter Party date or (ii) \$50,000,000.00, whichever is greater but in no event exceeding that amount of commercial P&I cover which was in effect for the Vessel on Charter Party date;

(3) War Risk Second Seaman's coverage, the principal sum of which shall be \$200,000 per Master, Officer, or crew member (this is also the loss-of-life benefit);

(4) War Risk Loss-of-Hire coverage, if a commercial loss-of-hire policy was in effect on the Vessel on Charter Party date. The sum insured by this policy, including the amount of lost time that is covered, will be equivalent to the levels insured by the Vessel's commercial policy. However, the amount insured by this policy will in no event exceed the hire rate(s) (that would have been in effect under this Charter Party during the period of time that the vessel was off-hire because of a covered War Risk), over a maximum duration of 90 days lost. This maximum amount will be further subject to a deductible equivalent to that in place under the Vessel's commercial policy.

h-2.3 Government Indemnity. Under the authority of Public Law 85-804 (72 Stat. 972, August 28, 1958) and Executive Order 10789, as amended by Executive Order 11610, the Secretary of Defense or the Secretary of the Navy may authorize the Contracting Officer to indemnify the Contractor against loss from risks that would be covered by MARAD war risk coverage as set forth in the paragraph entitled "Government War Risk Insurance" directly above.

PART IV Remove section (an)

PART IV ADD NEW SECTION -

(ar) Contractor's Notice Regarding Litigation.

	Vessel(s) :
Solicitation Number (date):	Contract Number (date):

The Contractor shall provide the Contracting Officer with immediate notice of any legal action, or claim against the Government, the Vessel, the Contractor, or the Contractor's underwriters that arises from or is related to this contract. The Contractor shall also provide the Contracting Officer with immediate notice of any legal action brought by the Contractor that arises from or is related to this contract.

PART V(a) applies and is AMENDED TO READ:

Contractor Facility Clearance. The Contractor shall possess a SECRET facilities clearance at time of proposal submission (See Part X and Part XI for proposal instructions and award criteria), which shall be incorporated at contract award in the required DD 254 (See Attachment D).

Personnel Clearances: The Master, Chief Officer, and an additional officer (deck or engineering) shall have a completed investigation comparable to at least a National Agency Check and adjudication indicating eligibility for access to SECRET.

See Block 97 for continuation.

7. Vessel/Flag/Year Built: M/T SLNC Pax / USA / 2008	8. Proposal Firm Until: Up to Award
9. Amendments Acknowledged (amendment numbers and dates): 0001, 6 Feb. 2019; 0002, 26 Feb. 2019; 0003, 28 Feb. 2019; 0004, 07 Mar. 2019; 0005, 14 Mar. 2019; 0006, 16 May 2019; 0007, 23 May 2019; 0008, 28 May 2019; 0009, 29 May 2019; 0010, 13 June 2019	
10. Owner : (style, address, phoneF, cell phone, pager, e-mail, fax) Schuyler Line Navigation Company, LLC 130 Severn Avenue, Suite 201 Annapolis, MD 21403 Phone: 410-216-9281 Fax: 410-216-6021 Email: ships@schuylerline.com UEI: (b)(4)	11. Broker (address, phone, e-mail, fax): Euro-America Shipping & Trade, Inc. 1900 L Street, NW, Suite 303 Washington, DC 20036 Tel: 202-463-6690 Fax: 202-463-6695 Email: east@euroamerica.us 12. Remittance Address for Hire (if other than Box 11)

PRICING DATA

CLIN 0001 – Daily Charter Hire (See Attachment to SF1449 for other CLIN numbers and expenditure types.)

	BOX NOS., SHIP STATUS, AND EXPENDITURE TYPES		
	14. FOS	15. Reserved	16. Reserved
Base Period:	\$ (b)(4)		
Option 1	\$ (b)(4)		
Option 2	\$ (b)(4)		
Option 3	\$ (b)(4)		
Option 4	\$ (b)(4)		

17. Reserved	
18.	
CLIN 0002: Reimbursable (Fuel)	Not to Exceed \$ (b)(4)
CLIN 0003: Reimbursable (Port Charges)	Not to Exceed \$ (b)(4)

19. Laydays Proposed: 1 August – 30 November 2019	20. Estimated Readiness Date: 1-10 November 2019
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VESSEL DATA

21. Vessel type and, if applicable, MARAD design type: Oil/Chemical Tanker	
22. Place built: Nantong, China	23. Year built: 2008
24. INMARSAT Identification No. (b)(4)	25. Vessel's e-mail/fax: Tel. (b)(6) / Fax (b)(6) / (b)(6)
26. Call Letters: WDH3033	27. Official Number: US 1251485 / IMO 9383663
28. Net registered tonnage: 2,422	29. Panama Canal tonnage: 4,859
30. Gross registered tonnage: 5,720	31. Suez Canal tonnage: 6,195.54 / 4,474.54
32. Beam (extreme) a. ft: (b)(4) b. m: (b)(4)	33. Length Overall: a. ft: (b)(4) b. m: (b)(4)
34. Immersion (on draft in Box 36): a. LT/in: 1.62 b. t/cm:	35. Length between perpendiculars: a. ft: (b)(4) b. m: (b)(4)
36. Summer mean draft: a. ft b. m: 7.60	37. Deadweight capacity (on draft in Box 36) a. LT: b. t: (b)(4)
38. Displacement, loaded (on draft in Box 36): a. LT/in: b. t/cm: (b)(4)	39. Summer Load Line Freeboard: a. ft: b. m: (b)(4)
40. Shaft Horsepower: a. hp: b. kW: 290kW	41. Brake Horsepower: a. hp: b. kW: 290kW
42. Nationality of Master, Officer, and crew: USA	43. Number of people other than crew that can be carried: 5
44. Classification society entered and class assigned: ClassNK	
45. ISM certification? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, expiration date: 30 August 2019	
46. Insured value of Vessel (USD): \$ (b)(4)	47. Vessel's present position/destination: Yokosuka, Japan / Hachinohe, Japan
48. Last drydock date (mm/dd/yy): (b)(4)	49. Next drydock date (mm/dd/yy): (b)(4)
50. MarAd subsidized vessel? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
51. Oil-pollution liability P&I coverage (maximum USD): 1 billion USD	
52. Member of ITOPF? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

CARGO ARRANGEMENTS

53. Number of cargo tanks: (b)(4)	54. Number of natural segregations with double valves: (b)(4)
55. Number of grades of cargo that can be loaded/discharged simultaneously, using separate lines, pumps, and manifold connections: 3	

56. Cargo cubic capacity (98% full ex slop tanks)	57. Segregated clean ballast tank cubic capacity (98% full)
a. Bbls: (b)(4) b. m ³ : (b)(4)	a. Bbls: (b)(4) b. m ³ : (b)(4)
58. Slop tank capacity (98% full)	
a. Bbls: (b)(4) b. m ³ : (b)(4)	
59. List cargo tanks, coating type for each tank, and date of each coating:	
<div style="background-color: black; color: red; padding: 5px;"> (b)(4) (b)(4) (b)(4) </div>	

SYSTEM DESCRIPTION (bbls and/or m³) (Identify cargo, ballast, and slop tanks)

60.					
SYSTEM #	TANK #	PORT	CENTER	STARBOARD	SUBTOTALS
(b)(4)					

61. Manufacturer/type/designation of tank coating(s): (b)(4)	
62. Number of manifolds on each side: (b)(4)	63. Composition of manifolds: Stainless steel
64. Distance, bow to center manifold:	65. Distance, stern to center manifold:
a. ft.: (b)(4) b. m: (b)(4)	a. ft.: (b)(4) b. m: (b)(4)
66. Distance, rail to center manifold:	67. Distance, deck to center manifold:
a. ft.: (b)(4) b. m: (b)(4)	a. ft.: (b)(4) b. m: (b)(4)
68. Last cargo: JP8	69. Next-to-last cargo JP8
70. Heating coils/composition (describe): Stainless steel	
71. Inert gas system (describe): IG generator	
72. Vapor recovery system (describe): VRS fitted; 2 manifolds per side	

PUMPS

73. Number and type of cargo pumps:
(b)(4)
74. Capacity of cargo pumps (at 100 psi at manifold):
a. Bbls per hour: (b)(4) b. m ³ per hour: (b)(4)
75. Number and type of stripping pumps:
(b)(4)

76. Capacity of stripping pumps (at 100 psi at manifold):

a. Bbls: (b)(4) b. m³: (b)(4)

GEAR

77. Number, location, and SWL capacity of winches, derricks, booms, and cranes:

(b)(4)

MOORING ARRANGEMENTS

78. Number, location, brake holding power of mooring winches:

(b)(4)

79. Number, length, and diameter of wires:

N/A

80. Breaking strength of wires:

N/A

81. Number, length, diameter of mooring ropes:

Mooring ropes (on drums)

(b)(4)

(b)(4)

(b)(4)

(b)(4)

82. Breaking strength of mooring ropes:

(b)(4)

CASUALTIES/DEFICIENCIES

83. Has Vessel been involved in any serious grounding or collision within a period of five years from the submission date of this proposal? If yes, include a full description.

No

84. Has Vessel been involved in any pollution incident within a period of five years from the submission date of this proposal? If yes, include a full description.

No

85. Are any deficiencies lodged by any regulatory body outstanding against the Vessel. If yes, include a full description.

No

INSPECTIONS

86. List oil company vetting inspections conducted during the past year and date of expiration.
Vessel is under MSC charter for the last 5 years and part of the SIRE system. (b)(4)
(b)(4)

FUEL CONSUMPTION AT SERVICE SPEEDS

87. Average warranted speed (knots, for laden, moderate weather): (b)(4)	88. Average warranted speed (knots, for ballast, moderate weather): (b)(4)
89. Average fuel consumption (net bbls at 60 F and grade(s): for laden, moderate weather passage at speed identified in Box 87): (b)(4)	90. Average fuel consumption (net bbls at 60 F and grade(s): for ballast, moderate weather passage at speed identified in Box 88): (b)(4)
91. Auxiliaries underway fuel consumption (net bbls at 60 F and grade(s), only if not elsewhere identified): None (included in boxes 89 and 90 respectively)	92a. In-port <u>idle</u> period fuel consumption (net bbls at 60 F and grade(s)): (b)(4) 92b. In-port <u>discharge</u> period fuel consumption (net bbls at 60 F and grade(s)): (b)(4)
93. Discharge/Ballasting/Deballasting fuel consumption (net at 60 F and grade(s)): (b)(4)	

FUEL CONSUMPTION AT VARIABLE SPEEDS

Average fuel consumption (net bbls at 60 F for all grades and all engines/auxiliaries utilized while underway over moderate-weather passages at the speed, ranges, and grade(s) indicated)

94: Grades Consumed: (b)(4)							
95a. LADEN TO SUMMER MARKS				95b. BALLAST			
Knots	Net bbls per mile	Net bbls per day	Operating Range (NM)	Knots	Net bbls per mile	Net bbls per day	Operating Range (NM)
6>				6>			
7>				7>			
8>				8>			
9>				9>			
10>				10>			
11>				11>			
12>	(b)(4)	(b)(4)	(b)(4)	12>	(b)(4)	(b)(4)	(b)(4)
13>				13>			
14>				14>			
15>				15>			
16>				16>			
17>				17>			
18>				18>			
19>				19>			
20>				20>			
21>				21>			
22>				22>			
23>				23>			
24>				24>			
25>				25>			

96. Minimum Vessel fuel specifications:

(b)(4)

97. Space for continuation of responses (refer to prior box numbers)

AMEND PART VI (b)(12): FAR 52.219-6 Notice of Total Small Business Set Aside (NOV 2011) – CHECKED

AMEND PART VI (b)(17): FAR 52.219-14 Limitations on Subcontracting (NOV 2011) – CHECKED

AMEND PART VI: FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes of Executive Orders

As prescribed in [12.301](#)(b)(4) , insert the following clause:

Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Jan 2019)

1. (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
 - a. (1) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (*Jul 2018*) (Section 1634 of Pub. L. 115-91).
 - b. (2) [52.203-19](#), *Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements* (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
 - c. (3) [52.209-10](#), *Prohibition on Contracting with Inverted Domestic Corporations* (*Nov 2015*).
 - d. (4) [52.233-3](#), *Protest After Award* (*Aug 1996*) ([31 U.S.C. 3553](#)).
 - e. (5) [52.233-4](#), *Applicable Law for Breach of Contract Claim* (*Oct 2004*) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).
2. (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- a. ☒ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (*Sept 2006*), with Alternate I (*Oct 1995*) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).
- b. ☐ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (*Oct 2015*) ([41 U.S.C. 3509](#))).
- c. ☐ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (*June 2010*) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- d. ☒ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (*Oct 2018*) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- e. ☐ (5) [Reserved].
- f. ☐ (6) [52.204-14](#), Service Contract Reporting Requirements (*Oct 2016*) (Pub. L. 111-117, section 743 of Div. C).
- g. ☐ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (*Oct 2016*) (Pub. L. 111-117, section 743 of Div. C).
- h. ☒ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (*Oct 2015*) ([31 U.S.C. 6101 note](#)).
- i. ☒ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (*Oct 2018*) ([41 U.S.C. 2313](#) <http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title41-section2313&num=0&edition=prelim>).
- j. ☐ (10) [Reserved].

- k. ☐ (11) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (*Nov 2011*) ([15 U.S.C.657a](#)).
 - i. ☐ (i) Alternate I (*Nov 2011*) of [52.219-3](#).
- l. (12)
 - i. ☒ (i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (*Oct 2014*) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
 - ii. ☐ (ii) Alternate I (*Jan 2011*) of [52.219-4](#).
- m. ☐ (13) [Reserved]
- n. (14)
 - i. ☒ (i) [52.219-6](#), Notice of Total Small Business Set-Aside (*Nov 2011*) ([15 U.S.C.644](#)).
 - ii. ☐ (ii) Alternate I (*Nov 2011*).
 - iii. ☐ (iii) Alternate II (*Nov 2011*).
- o. (15)
 - i. ☐ (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (*June 2003*) ([15 U.S.C. 644](#)).
 - ii. ☐ (ii) Alternate I (*Oct 1995*) of [52.219-7](#).
 - iii. ☐ (iii) Alternate II (*Mar 2004*) of [52.219-7](#).
- p. ☒ (16) [52.219-8](#), Utilization of Small Business Concerns (*Oct 2018*) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- q. (17)
 - i. ☐ (i) [52.219-9](#), Small Business Subcontracting Plan (*Aug 2018*) ([15 U.S.C. 637\(d\)\(4\)](#)).
 - ii. ☐ (ii) Alternate I (*Jan 2017*) of [52.219-9](#).
 - iii. ☐ (iii) Alternate II (*Nov 2016*) of [52.219-9](#).
 - iv. ☐ (iv) Alternate III (*Nov 2016*) of [52.219-9](#).
 - v. ☐ (v) Alternate IV (*Aug 2018*) of [52.219-9](#).
- r. ☐ (18) [52.219-13](#), Notice of Set-Aside of Orders (*Nov 2011*) ([15 U.S.C. 644\(r\)](#)).
- s. ☒ (19) [52.219-14](#), Limitations on Subcontracting (*Jan 2017*) ([15 U.S.C.637\(a\)\(14\)](#)).
- t. ☐ (20) [52.219-16](#), Liquidated Damages-Subcontracting Plan (*Jan 1999*) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- u. ☐ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (*Nov 2011*) ([15 U.S.C. 657f](#)).
- v. ☐ (22) [52.219-28](#), Post Award Small Business Program Rerepresentation (*Jul 2013*) ([15 U.S.C. 632\(a\)\(2\)](#)).
- w. ☐ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (*Dec 2015*) ([15 U.S.C. 637\(m\)](#)).
- x. ☐ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (*Dec2015*) ([15 U.S.C. 637\(m\)](#)).
- y. ☒ (25) [52.222-3](#), Convict Labor (*June 2003*) (E.O.11755).
- z. ☐ (26) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (*Jan 2018*) (E.O.13126).
- aa. ☒ (27) [52.222-21](#), Prohibition of Segregated Facilities (*Apr 2015*).
- ab. (28)
 - i. ☒ (i) [52.222-26](#), Equal Opportunity (*Sept 2016*) (E.O.11246).
 - ii. ☐ (ii) Alternate I (*Feb 1999*) of [52.222-26](#).
- ac. (29)
 - i. ☒ (i) [52.222-35](#), Equal Opportunity for Veterans (*Jan 2019*) ([38 U.S.C. 4212](#)).
 - ii. ☐ (i) Alternate I (*July 2014*) of [52.222-35](#).
- ad. (30)
 - i. ☒ (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (*Jul 2014*) ([29 U.S.C.793](#)).
 - ii. ☐ (ii) Alternate I (*July 2014*) of [52.222-36](#).

- ae. ☒ (31) [52.222-37](#), Employment Reports on Veterans (*Feb 2016*) ([38 U.S.C. 4212](#)).
- af. ☒ (32) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (*Dec 2010*) (E.O. 13496).
- ag. (33)
 - i. ☒ (i) [52.222-50](#), Combating Trafficking in Persons (*Jan 2019*) ([22 U.S.C. chapter 78](#) and E.O. 13627).
 - ii. ☐ (ii) Alternate I (*Mar 2015*) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- ah. ☐ (34) [52.222-54](#), Employment Eligibility Verification (*Oct 2015*). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- ai. (35)
 - i. ☐ (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (*May 2008*) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 - ii. ☐ (ii) Alternate I (*May 2008*) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- aj. ☐ (36) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (*Jun 2016*) (E.O. 13693).
- ak. ☐ (37) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (*Jun 2016*) (E.O. 13693).
- al. ☐ (38) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (*Jun 2014*) (E.O.s 13423 and 13514).
 - i. ☐ (i) Alternate I (*Oct 2015*) of [52.223-13](#).
- am. (39)
 - i. ☐ (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (*Jun 2014*) (E.O.s 13423 and 13514).
 - ii. ☐ (ii) Alternate I (*Jun 2014*) of [52.223-14](#).
- an. ☐ (40) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (*Dec 2007*) ([42 U.S.C. 8259b](#)).
- ao. ☐ (41) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (*Oct 2015*) (E.O.s 13423 and 13514).
 - i. ☐ (i) Alternate I (*Jun 2014*) of [52.223-16](#).
- ap. ☒ (42) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (*Aug 2011*) (E.O. 13513).
- aq. ☐ (43) [52.223-20](#), Aerosols (*Jun 2016*) (E.O. 13693).
- ar. ☐ (44) [52.223-21](#), Foams (*Jun 2016*) (E.O. 13693).
- as. ☒ (45) [52.224-3](#) Privacy Training (*Jan 2017*) (5 U.S.C. 552a).
 - i. ☐ (i) Alternate I (*Jan 2017*) of [52.224-3](#).
- at. ☐ (46) [52.225-1](#), Buy American-Supplies (*May 2014*) ([41 U.S.C. chapter 83](#)).
- au. (47)
 - i. ☐ (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (*May 2014*) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
 - ii. ☐ (ii) Alternate I (*May 2014*) of [52.225-3](#).
 - iii. ☐ (iii) Alternate II (*May 2014*) of [52.225-3](#).
 - iv. ☐ (iv) Alternate III (*May 2014*) of [52.225-3](#).
- av. ☐ (48) [52.225-5](#), Trade Agreements (*Aug 2018*) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- aw. ☐ (49) [52.225-13](#), Restrictions on Certain Foreign Purchases (*June 2008*) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ax. ☐ (50) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (*Oct 2016*) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

ay. ☐ (51) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (*Nov2007*) ([42 U.S.C. 5150](#)).

az. ☐ (52) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (*Nov2007*) ([42 U.S.C. 5150](#)).

ba. ☐ (53) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (*Feb 2002*) ([41 U.S.C.4505](#), [10 U.S.C.2307\(f\)](#)).

bb. ☐ (54) [52.232-30](#), Installment Payments for Commercial Items (*Jan2017*) ([41 U.S.C.4505](#), [10 U.S.C.2307\(f\)](#)).

bc. ☒ (55) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (*Oct2018*) ([31 U.S.C. 3332](#)).

bd. ☐ (56) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (*Jul 2013*) ([31 U.S.C.3332](#)).

be. ☐ (57) [52.232-36](#), Payment by Third Party (*May 2014*) ([31 U.S.C.3332](#)).

bf. ☐ (58) [52.239-1](#), Privacy or Security Safeguards (*Aug 1996*) ([5 U.S.C. 552a](#)).

bg. ☐ (59) [52.242-5](#), Payments to Small Business Subcontractors (*Jan 2017*) ([15 U.S.C. 637\(d\)\(12\)](#)).

bh. (60)

i. ☐ (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (*Feb 2006*) ([46 U.S.C.Appx.1241\(b\)](#) and [10 U.S.C. 2631](#)).

ii. ☐ (ii) Alternate I (*Apr 2003*) of [52.247-64](#).

iii. ☐ (iii) Alternate II (*Feb 2006*) of [52.247-64](#).

3. (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
[Contracting Officer check as appropriate.]

a. ☒ (1) [52.222-17](#), Nondisplacement of Qualified Workers (*May 2014*)(E.O. 13495).

b. ☒ (2) [52.222-41](#), Service Contract Labor Standards (*Aug 2018*) ([41 U.S.C. chapter 67](#)).

c. ☒ (3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (*May 2014*) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

d. ☒ (4) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (*Aug 2018*) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

e. ☒ (5) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (*May 2014*) ([29 U.S.C.206](#) and [41 U.S.C.chapter 67](#)).

f. ☐ (6) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (*May 2014*) ([41 U.S.C.chapter 67](#)).

g. ☐ (7) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (*May 2014*) ([41 U.S.C.chapter 67](#)).

h. ☒ (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (*Dec 2015*).

i. ☒ (9) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (*Jan 2017*) (E.O. 13706).

j. ☐ (10) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (*May 2014*) ([42 U.S.C. 1792](#)).

4. (d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

a. (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

b. (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be

made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

- c. (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

5. (e)

- a. (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-
 - i. (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (*Oct 2015*) ([41 U.S.C. 3509](#)).
 - ii. (ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (*Jan 2017*) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
 - iii. (iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (*Jul 2018*) (Section 1634 of Pub. L. 115-91).
 - iv. (iv) [52.219-8](#), Utilization of Small Business Concerns (*Nov 2016*) ([15 U.S.C.637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
 - v. (v) [52.222-17](#), *Nondisplacement of Qualified Workers* (*May 2014*) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).
 - vi. (vi) [52.222-21](#), *Prohibition of Segregated Facilities* (*Apr 2015*).
 - vii. (vii) [52.222-26](#), *Equal Opportunity* (*Sept 2015*) (E.O.11246).
 - viii. (viii) [52.222-35](#), *Equal Opportunity for Veterans* (*Oct 2015*) ([38 U.S.C.4212](#)).
 - ix. (ix) [52.222-36](#), *Equal Opportunity for Workers with Disabilities* (*Jul 2014*) ([29 U.S.C.793](#)).
 - x. (x) [52.222-37](#), *Employment Reports on Veterans* (*Feb 2016*) ([38 U.S.C.4212](#))
 - xi. (xi) [52.222-40](#), *Notification of Employee Rights Under the National Labor Relations Act* (*Dec 2010*) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
 - xii. (xii) [52.222-41](#), *Service Contract Labor Standards* (*Aug 2018*) ([41 U.S.C. chapter 67](#)).
 - xiii. (xiii)
 - 1. (A) [52.222-50](#), *Combating Trafficking in Persons* (*Jan 2019*) ([22 U.S.C. chapter 78](#) and E.O 13627).
 - 2. ☐ (B) Alternate I (*Mar 2015*) of [52.222-50](#)([22 U.S.C. chapter 78](#) and E.O 13627).
 - xiv. ☐ (xiv) [52.222-51](#), *Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements* (*May 2014*) ([41 U.S.C.chapter 67](#)).
 - xv. ☐ (xv) [52.222-53](#), *Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements* (*May 2014*) ([41 U.S.C.chapter 67](#)).
 - xvi. (xvi) [52.222-54](#), *Employment Eligibility Verification* (*Oct 2015*) (E.O. 12989).
 - xvii. (xvii) [52.222-55](#), *Minimum Wages Under Executive Order 13658* (*Dec 2015*).

- xviii. (xviii) [52.222-62](#), *Paid Sick Leave Under Executive Order 13706 (Jan 2017)* (E.O. 13706).
 - xix. (xix) [52.224-3](#), *Privacy Training (Jan 2017)* ([5 U.S.C. 552a](#)).
 - 1. ☐ (A) Alternate I (*Jan 2017*) of [52.224-3](#).
 - xx. (xx) [52.225-26](#), *Contractors Performing Private Security Functions Outside the United States (Oct 2016)* (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
 - xxi. (xxi) [52.226-6](#), *Promoting Excess Food Donation to Nonprofit Organizations (May 2014)* ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
 - xxii. (xxii) [52.247-64](#), *Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)* ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).
- b. (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

AMEND PART VIII (b)(2): TO READ: FAR 52.232-18 Availability of Funds (APR 1984)-CHECKED

AMEND PART VIII (b)(16): TO READ: DFARS 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (APR 2002) – CHECKED

AMEND PART VIII (b)(17): TO READ: DFARS 252.245-7002 Reporting Loss Of Government Property (DEC 2017) – CHECKED

AMEND PART VIII (b)(18): TO READ: DFARS 252.245-7003 Contractor Property Management System Administration (APR 2012) – CHECKED

AMEND PART VIII (b)(19): TO READ: DFARS 252.245-7004 Reporting, Reutilization, And Disposal (DEC 2017) – CHECKED

ADD PART VIII (b)(20): TO READ: DFARS 252.232-7007 Limitation of Government's Obligation (APR 2014) - CHECKED

ADD PART VIII(b): 252.204-7008 Compliance with Safeguarding Covered Defense Information Controls (Oct 2016) – CHECKED

ADD PART VIII(b)(21): FAR 52.228-3 Worker's Compensation Insurance (Defense Base Act) (JUL 2014) – CHECKED

ADD PART VIII(b)(22): FAR 52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013) – CHECKED

ADD PART VIII(b)(23): FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Dec 2013) – CHECKED

ADD PART VIII(b)(24) DFARS 252.203-7996 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements-Representation (Deviation 2016-O0003) (OCT 2015) – CHECKED

ADD PART VIII (b)(25): DFARS 252.204-7012, Safeguarding of Unclassified Controlled Technical Information (NOV 2013) – CHECKED

ADD PART VIII(b)(26): DFARS 252.222-7007, Representation Regarding Combating Trafficking In Persons (JAN 2015) – CHECKED

ADD PART VIII(b)(27): DFARS 252.223-7003 Change In Place Of Performance – Ammunition And Explosives (DEC 1991) – NOT CHECKED

ADD PART VIII(b)(28): DFARS 252.225-7993 DFARS Prohibition on Providing Funds to the Enemy (Deviation 2015-O0016) (SEP 2015) – CHECKED

ADD PART VIII(b)(29): DFARS 252.225-7981 Additional Access to Contractor and Subcontractor Records (Other than USCENTCOM) (Deviation 2015-O0016) (SEP 2015) – CHECKED

ADD PART VIII(b)(30) DFARS 252.247-7022 REPRESENTATION OF TRANSPORTATION BY SEA (AUG 1992) – CHECKED

ADD PART VIII(b)(31) DFARS 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA-BASIC (APR 2014) – CHECKED

ADD PART VIII(b)(32) DFARS 252.247-7027 RIDING GANG MEMBER REQUIREMENTS (OCT 2011) – CHECKED

(a) Definitions. As used in this provision-

"Controlled technical information," "covered contractor information system," "covered defense information," "cyber incident," "information system," and "technical information" are defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting.

(b) The security requirements required by contract clause 252.204-7012, shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) For covered contractor information systems that are not part of an information technology service or system operated on behalf of the Government (see 252.204-7012(b)(2)-

(1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171 "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (see <http://dx.doi.org/10.6028/NIST.SP.800-171>) that are in effect at the time the solicitation is issued or as authorized by the contracting officer not later than December 31, 2017.

(2)(i) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that are in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of-

(A) Why a particular security requirement is not applicable; or

(B) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

Space for continuation of responses (refer to prior box numbers):

(ii) An authorized representative of the DoD CIO will adjudicate offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.

ADD PART VIII (b): DFARS 252.204-7012, Safeguarding of Unclassified Controlled Technical Information (NOV 2013) – CHECKED

ADD PART VIII(b): DFARS 252.222-7007, Representation Regarding Combating Trafficking In Persons (JAN 2015) – CHECKED

97. Space for continuation of responses (refer to prior box numbers)

ADD PART VIII(b): DFARS 252.225-7993 DFARS Prohibition on Providing Funds to the Enemy (Deviation 2015-O0016) (SEP 2015) – CHECKED

DELETE PART VIII (c)(1) in its entirety and REPLACE WITH:

FAR 52.204-7 SYSTEM FOR AWARD MANAGEMENT (Oct 2016) - CHECKED

(a) Definitions. As used in this provision—

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

“Registered in the System for Award Management (SAM) database” means that—

- (1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into the SAM database;
- (2) The offeror has completed the Core, Assertions, and Representations and Certification, and Points of contact sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process.
- (4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(1) By submission of an Offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

- (3) Company physical street address, city, state and Zip Code.
- (4) Company mailing address, city, state and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company Headquarters name and address (reporting relationship within your entity).

(b) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(c) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(d) Offerors may obtain information on registration at <https://www.acquisition.gov>.

(End of Provision)

AMEND PART VIII (c)(2): FAR 52.217-8 Option To Extend Services (Nov 1999) – CHECKED

ADD PART VIII(c)(3): FAR 52.217-9 Option to Extend the Term of the Contract (Sep 2005) – CHECKED

ADD PART VIII(c)(9): FAR 52.245-9 Use and Charges (Apr 2012) – CHECKED

ADD PART VIII(c)(10) : DFARS 252.211-7007 Reporting of Government – Furnished Property (Aug 2012) - CHECKED

DELETE PARTS IX in its entirety and REPLACE with:

PART IX. ATTACHMENTS – TANKER TIME CHARTER

- (a) Attachment A - Government Furnished Property (GFP) and Directives
- (b) Attachment B - Basic Pricing Data
- (c) Attachment C - Crew Complement
- (d) Attachment D - Contract Security Classification Specification (DD Form 254)
- (e) Attachment E - Performance Work Statement (PWS)
- (f) Attachment F - Technical Evaluation Worksheet
- (g) Attachment G - ATFP_CBRD_and_Training_Requirements
- (h) Attachment H - Department of Labor Wage Determination
- (i) Attachment I - Disclosure of Lobbying Activities (SFLLL)
- (j) Attachment J - Missions Essential Contractor Services Plan (MECSP) Worksheet
- (k) Attachment K - Specs_for_CBR-D_Decon_Station
- (l) Attachment L - Decon_Station_DWG (To be provided upon request)
- (m) Reserved
- (n) Attachment N - Clarification and Question Form
- (o) Reserved
- (p) Attachment P – Shipboard Security System (SSS) Requirements
- (q) Attachment Q – MSDS for F76, JP8, and JP5

97. Space for continuation of responses (refer to prior box numbers)

AMEND PART X (m): 471 East C Street, Norfolk, VA, 23511, Building SP64

DELETE PART X in its entirety and REPLACE with:

“PART X. INSTRUCTIONS TO OFFERORS

52.212-1 (ADDENDUM) ADDITIONAL INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS

In accordance with FAR 12.302 (Tailoring of provisions and clauses for the acquisition of commercial items) the following shall take precedence over the un-tailored paragraphs.

- a. This procurement is a FAR Part 12 acquisition being conducted under FAR 15.101-2 and FAR 15.306 procedures.
- b. The Government intends to award one contract under this Request for Proposals (RFP).
- c. Potential Offerors requesting additional information or clarifications relating to this solicitation shall submit their request in writing by email to F. Carley Orvin at franklin.orvin@navy.mil and Susan Kuncken at suan.kuncken@navy.mil. Questions regarding the solicitation must be submitted no later than 1:00pm local time, 22 March 2019; otherwise questions may not be answered prior to the solicitation closing. Offerors shall provide question to this solicitation using the “Request for Clarification/Question” form provided as Attachment N to this solicitation. Each question shall be a separate form. Questions shall be submitted to the Contracting Officer and Contract Specialist identified in this solicitation. Questions submitted not using this form, or that combine more than one question per form, may not receive a response. No telephonic responses will be provided.
- d. Proposals/modifications must be submitted via e-mail in Adobe Acrobat (.pdf) format, and must be compatible with Adobe Acrobat Reader 8.0 or later version. Proposals/modifications must contain either a verifiable electronic signature (e.g. PKI enabled certificate), or a scanned image of the handwritten signature of the Offeror or Offeror's agent. **Offerors are advised that delays in the receipt of e-mail do occur, and the Offeror is solely responsible for timely receipt of offers by the Government regardless of any problems or delays related to computer hardware or software systems including, but not limited to, servers and firewalls.** An E-mail proposal that resides on a Government server, but has not appeared in the designated E-mail inbox by the due date and time for proposal submission will be considered late. Offerors are advised that the Government may be unable to receive other types of electronic files (e.g., .zip files) or files in excess of 20 megabytes. For electronic proposal/modifications, the only acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time and date set for receipt of offers is the receipt of the E-mail proposal, readable, in its entirety in the designated E-mail inbox by the due date and time for proposal submission. Any other timestamp or meta-data of the Offeror's sent e-mail shall not be construed as sufficient documentation of the Government's receipt of an e-mailed offer. It is the Offeror's responsibility to ensure the proposal has been received in the designated E-mail inbox by the due date and time.
- e. Proposal and proposal modifications (e.g., proposal extension) shall be submitted electronically in response to this solicitation by e-mail directly to suan.kuncken@navy.mil or the designated E-mail addresses and inboxes for receipt of E-mail submissions. No other electronic means of submission, used in whole or in combination with E-mail, is permitted.
- f. Failure of an offer to address any items in the Performance Work Statement may make the offer unacceptable and/or may result in it not being considered for award.
- g. Representations and Certifications clauses that offerors are required to complete are also provided.
- h. Unless offeror proposes a shorter period, by submission of an offer, offeror agrees that its offer, including any timely revisions thereto, shall remain valid until the Government makes award under this solicitation. The foregoing does not preclude an offeror from withdrawing its offer prior to award.

- i. A proposal shall not require extensive searching throughout the document(s) to locate and evaluate a particular item. Each offer should be written, to the greatest extent possible, on a stand-alone basis. The Government will not search through and fill-in missing information between offers, and it is the offeror's responsibility to provide all documentation in each volume as required.
- j. There is a classified requirement in conjunction with this RFP that may eliminate offerors. Offerors who are affected will be given the opportunity during discussions to read/address this requirement provided that affected offerors have appropriate security clearances in place. Offerors not affected will not have a need to know about the requirement regardless of appropriate security clearances being in place.
- k. **Each offer shall be clearly labeled, and complete with the following parts: Critical Submission Data; Business Proposal; Technical Proposal; Price Proposal; and Past Performance.**
 - 1. **Critical Submission Data.** Offerors shall provide the following:
 - 1. Documentation (e.g., Industrial Security Facilities Database (ISFD), Defense Security Service (DSS) letter, etc.) that Offeror has an active facilities clearance of at least a SECRET level; and,
 - 2. Evidence that the Offeror has the right to offer the proposed vessel.
- m. **BUSINESS PROPOSAL.** Offerors shall provide the following:
 - A proposal cover letter that includes:
 - The solicitation number, the name, address, and telephone number of the Offeror (and electronic address if available);
 - A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item; The names, titles, and telephone number (and electronic addresses if available) of person(s) authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation; and
 - Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
 - Offeror shall certify that it currently owns or is the bareboat charterer of the vessel(s) or has an irrevocable, legally enforceable right (e.g., contract or option) to purchase, bareboat charter or lease the vessel(s) proposed, for the duration of any charter awarded pursuant to this solicitation (including any extension thereto). Any such right to purchase, bareboat charter or lease the vessel(s) may be contingent upon receipt of award of a contract under this solicitation. In the event the Offeror is not the owner or bareboat charterer of the vessel(s) at the time of submission of its offer, Offeror shall provide as part of its proposal the following evidence of the legally enforceable right (e.g., contract or option) to purchase, bareboat charter or lease the vessel(s) proposed:
 - Identity of current owner;
 - Current nation of registry;
 - Description and date of contract or option to purchase, bareboat charter or lease the vessel, and;
 - Name and position of signatories to such contract or option
 - Offeror shall provide documentation corroborating such certification to include, but not be limited to, copies of any contracts or agreements to purchase or lease such vessel(s).
 - Complete copy of DD Form 254, Contract Security Classification Specification, (Attachment D) with Boxes 6 and 7 filled in.

- Completed Standard Form (SF) 1449 (pages 1 and 2 of the RFP). Failure to submit a signed SF 1449 will result in rejection of the offer.
- Tank Time Charter Boxes. Offeror's proposed Daily Charter Hire prices shall be entered under Charter Boxes 14-18.
- SCA Certification: The Offeror must certify that it will comply with the Service Contract Act and Department of Labor Wage Determination (Attachment H) in performance of this contract, should they apply.
- Standard Form SF-LLL, "Disclosure of Lobbying Activities" (Attachment I), if applicable.
- Corporate Viability. The Offeror shall provide the most recent audited financial information containing, at a minimum, balance sheets, cash flow statements, income statements, and combined financial statements that illustrate the company's ability to remain a viable business concern. If an Offeror intends to utilize the financial information or assistance of another entity to meet the corporate viability requirement (loan, income statement from parent company, etc.), that Offeror must provide signed statement(s) proving that entity's agreement with the arrangement. The Offeror must furnish evidence of adequate financial resources to perform the contract or the ability to obtain such resources. For the purpose of this section, adequate financial resources are an amount equal to the total value of forty-five (45) days of the proposed daily charter hire rate for the vessel (calculated based on the firm period FOS charter hire rate).
- Mission-Essential Contractor Services Plan. In accordance with DFARS 252.237-7023 and 252.237-7024, all offerors shall submit a Mission-Essential Contractor Services Plan. Offerors shall submit a completed copy of Attachment J, Missions Essential Contractor Services Plan Worksheet.
- Representations and Certifications. The Offeror must submit a complete Representations and Certifications of all applicable provisions included in the solicitation. Items that are not applicable must be marked "N/A." If an Offeror has completed its representations and certifications online, it must so state in its proposal.
- Evidence of Contractor Responsibility. Offerors must provide evidence to support the prospective contractor's affirmative responsibility determination, to include a response to each of the seven (7) elements of a responsibility determination as defined in FAR 9.104-1.
- Proof of Insurance. The Offeror shall provide cover notes providing proof of Protection & Indemnity War Risk, Hull & Machinery War Risk and Second Seaman's War Risk insurance.

n. **TECHNICAL PROPOSAL.** The Technical Proposal shall NOT contain any pricing information.

- Offeror shall provide all necessary information and documentation to demonstrate they meet the minimum technical requirements in this solicitation. A table of contents with page numbers corresponding to the proposal's outline format shall be provided after the title page. The technical volume shall be organized by Section as follows:

TECHNICAL PROPOSAL VOLUME ORGANIZATION:

SECTION	TITLE
--	Title Page/Table of Contents
1	Technical Offer Worksheet
2	Part I Boxes
3	Pre-award drawings, plans, and documents.
4	Narrative

- Technical proposals shall follow the above outline and include the content set forth below. Each section shall be separately divided by a blank page or tab. In addition, all proposal pages and paragraphs shall be numbered. Any items not in compliance with the instructions in this solicitation will make the offer unacceptable unless the omission constitutes a minor

- informality the government can waive. Unacceptable offers will not be evaluated any further.
- Contractor shall provide as part of its proposal a list of overseas ports the vessel has called at within the past 5 years of RFP issuance, duration of stay, and general purpose of visit.
 - Offerors shall follow the instructions set forth below for submission of its technical offer.
 - (1) Section 1: Offerors shall provide completed "Technical Offer Worksheet" indicating box and page number where compliance with technical requirements is demonstrated in Section 2 (Part I Boxes), Section 3 (drawings, other documents), or in Section 4 (Narrative).
 - (2) Section 2: Offerors shall provide completed Part I Boxes (not including pricing details from Boxes 14-18).
 - (3) Section 3: Offerors shall provide Pre-award drawings, plans, and documents listed in Attachment F.
 - (4) Section 4: Offerors shall provide a narrative addressing all relevant Attachment F requirements as identified in the Technical Offer Worksheet, except those where the offeror is relying on the Part I box section to demonstrate compliance (e.g., flag, vessel speed), and the offeror feels the box information is adequate to show compliance.
- o. **PRICE PROPOSAL.** The Offeror's price proposal shall contain the following:
- Charter Boxes/Daily Charter Hire. Offeror's proposed Daily Charter Hire prices shall be entered under Charter Boxes 14-18.
 - Basic Pricing Data. Offerors shall complete Attachment B, "Basic Pricing Data," for each performance period. In completing Attachment B Offerors shall not change the number of days in the spreadsheets. Fuel calculations will be based on the data provided in the "Fuel Consumption Data" tab in Attachment B. Other Rates and Cancellation Fee. While not evaluated for contract award cancellation fees submitted will be analyzed for price reasonableness.
 - Crew Complement. Offerors shall complete Attachment C, "Crew Complement Form" for each performance period.
 - The offeror must certify that the wages and fringe benefits contained in its offer meet, at a minimum, the wage and fringe benefits levels contained in the Department of Labor Wage Determination (Attachment H).
 - Offerors shall provide a cost breakdown of a delivery or redelivery bonus.
- p. **PAST PERFORMANCE.** For the purposes of evaluating offerors' past performance:
- A. "Recent" is defined as a contract in-progress or completed within the last three (3) years. If the offeror has not had three (3) Government contracts within the last three (3) years, information on three (3) recent and relevant subcontracts and/or commercial contracts may be submitted.
 - B. "Relevant" is defined as a contract that is of similar scope, magnitude, complexity to the requirements as set forth in this solicitation.
 1. Scope: Experience in the areas defined in the PWS.
 2. Magnitude: The measure of the similarity of the volume, dollar value and/or duration of the work actually performed under the offeror's submitted contracts to the PWS.
 3. Complexity: The measure of the similarity of technical difficulty, managerial intricacy and/or required coordination of efforts and disciplines performed by the offeror in its submitted contracts to the PWS. For complexity, not only will the tasks performed by the offeror be considered, but also the offeror's ability to coordinate tasks (e.g., concurrent performance requirements).

q. Service of Protest. (Tailored) Protests, as defined in FAR 33.101, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Kenneth D. Allen. The mailing address is the same as that stated in Box 9, SF 1449. Interested parties may request an independent review of their protest as an alternative to consideration by the Contracting Officer or as an appeal of the Contracting Officer's decision on their protest. See FAR 33.103. Requests for independent review shall be addressed to:

Director, Contracts & Business Management Directorate, Code N10
 Military Sealift Command
 914 Charles Morris Court, S.E.
 Washington Navy Yard, Building 157
 Washington, DC 20398-5540.

MSC encourages potential protestors to discuss their concerns with the Contracting Officer prior to filing a protest. The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

4.

DELETE PART XI in its entirety and REPLACE with "PART XI. FAR 52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014) (Tailored)

- a) "The Government will evaluate offers using a Low Price, Technically Acceptable (LPTA) process in accordance with FAR 15.101-2. The technical factor and past performance will be evaluated on an acceptable/unacceptable basis. Technical tradeoffs will not be made, and no additional credit will be given for exceeding the minimum requirements of the solicitation. The Government will award one contract resulting from this solicitation to the responsible offeror whose technically acceptable proposal with acceptable past performance represents the lowest price to the Government. Award will be made based on the offeror with the lowest evaluated price proposal whose offer conforms to the solicitation requirements and meets the acceptability standards for all non-price factors. To be eligible for award, an offer must receive an acceptable rating in every non-price factor. An unacceptable rating in any non-price factor will render the entire offer unacceptable."

The Government intends to award without discussions. Pursuant to FAR 52.215-1(f) (4), however, the Government reserves the right to conduct discussions.

In selecting the lowest price technically acceptable offer, the following factors will be considered:

- Factor 1: Critical Submission Data
- Factor 2: Technical
- Factor 3: Past Performance
- Factor 4: Price

(b) Evaluation of Factors

1. Critical Submission Data.

Proposals will first be evaluated on the basic requirement to be considered an offer, and those requirements of Part X of the RFP identified as "Critical Submission Data". Offers that fail to provide acceptable responses to the items listed in Part X as "Critical Submission Data" will not be further evaluated or considered for award.

2. Technical.

All proposals will be evaluated based on the requirements listed in Section n. TECHNICAL PROPOSAL of FAR 52.212-1(ADDENDUM – ADDITIONAL INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS). Technical proposals will be evaluated based on acceptable/unacceptable criteria. In order to be determined technically acceptable, and thus be eligible for award, vessels must meet or exceed the requirements for the technical factor described in Section m TECHNICAL PROPOSAL.

Proposals rated unacceptable for any of the technical requirements listed in Part X will be rated overall unacceptable for the technical factor.

3. Price.

Price analysis techniques will be used to determine price reasonableness. Adequate price competition is expected. Materially unbalanced offers will not be considered for award.

The total evaluated price will equal the sum of the total dollar amounts offered for charter hire for the firm and option periods, including the 52.217-8 option to extend, delivery and redelivery bonuses (if offered), and fuel costs and any other costs (excluding cancellation fees) set forth in the offer as determined in the Basic Pricing Data Sheet (Attachment B).

For evaluation purposes, the option price for the FAR 52.217-8 six-month period will use the daily rate of the final period.

Fuel calculations will be based on the data provided in the "Fuel Consumption Data" tab in Attachment B. Other Rates and Cancellation Fee. While not evaluated for contract award cancellation fees submitted will be analyzed for price reasonableness.

Other Rates and Cancellation Fee. While not evaluated for contract award cancellation fees submitted will be analyzed to determine their compliance IAW 10 USC 2401.

4. Past Performance

The Government will search PPIRS for each offeror's three most recent and relevant government contracts for the ocean transportation of cargo. While the Government intends to use primarily PPIRS to gather information on offerors' past performance, it reserves the right to consider other sources of relevant information. The Government will not consider the past performance of parent or sister companies, and will only consider the past performance of the offeror. Recency and relevancy are defined in Section o, above, of past performance information.

(A) At a minimum, award will not be made to an offeror who is or within the past three years has been seriously deficient in contract performance, unless the Contracting Officer determines that the circumstances were properly beyond the offeror's control or that the offeror took appropriate corrective action.

(B) If discussions are held, offerors will be given the opportunity to address unfavorable reports of past performance assuming the offeror has not previously addressed it in the PPIRS or other past performance database.

(C) Rating Scale: The Government will assign ratings as follows: Acceptable: Based on the offeror's performance record, the government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown (see note below). Unacceptable: Based on the offeror's performance record, the government does not have a reasonable expectation that the offeror will be able to successfully perform the required effort.

Note: In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305(a) (2) (iv)). Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable."

(D) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(E) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)"

AMEND PART XII (d)(2) to read: FAR 52.212-3 Offeror Representations and Certifications – Commercial Items, (JAN 2017) Alternate 1 (Oct 2014)

ADD PART XII 52.212-4 Contract Terms and Conditions – Commercial Items (Jan 2017)

ADD PART XII: FAR 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016)

ADD PART XII FAR 52.223-22 Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation (Dec 2016)

(a) This representation shall be completed if the Offeror received \$7.5 million or more in Federal contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(b) Representation. [Offeror is to check applicable blocks in paragraphs (b)(1) and (2).]

(1) The Offeror (itself or through its immediate owner or highest-level owner) [] does, [] does not publicly disclose greenhouse gas emissions, i.e., make available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(2) The Offeror (itself or through its immediate owner or highest-level owner) [] does, [] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly available Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(3) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(c) If the Offeror checked "does" in paragraphs (b)(1) or (b)(2) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported. _____

(End of provision)

Cancellation Fee: The Contractor and Government agree the purpose of this clause is to induce the Contractor to offer to and to provide the required services when the Contractor otherwise would not offer to provide them because of the Contractor's inability to recover its out-of-pocket costs in the event the Government does not exercise an option to extend the term of the contract or terminates the contract for the convenience of the Government.

In the event the Government does not exercise an option to extend the term of the contract or terminates the contract for convenience, the Contractor shall be entitled to not-to-exceed cancellation costs subject to the following conditions and according to the following schedule:

Prior to Delivery (of vessel or layberth) \$	(b)(4)
Vessel Acquisition \$	(b)(4)
Reflagging \$	
Modification/Conversion \$	
During Base Performance Period \$	(b)(4)
Vessel Acquisition \$	(b)(4)
Reflagging \$	
Modification/Conversion \$	
During 1st Option Performance Period \$	(b)(4)
Vessel Acquisition \$	(b)(4)
Reflagging \$	
Modification/Conversion \$	
During 2nd Option Performance Period \$	(b)(4)
Vessel Acquisition \$	(b)(4)
Reflagging \$	
Modification/Conversion \$	
During 3rd Option Performance Period \$	(b)(4)
Vessel Acquisition \$	(b)(4)

Reflagging \$
 Modification/Conversion \$
 During 4th Option Performance Period \$ (b)(4)
 Vessel Acquisition \$ (b)(4)
 Reflagging \$
 Modification/Conversion \$
 During 52.217-8 Option to Extend Services Performance Period \$ (b)(4)
 Vessel Acquisition \$ (b)(4)
 Reflagging \$
 Modification/Conversion \$

"Cancellation costs" means, and only means, costs specifically identified by the Contractor in its proposal and actually incurred by the Contractor between contract award and vessel delivery to the Government including, and limited to, the following categories of costs: costs incurred by the Contractor for vessel acquisition, reflagging costs and modification, or conversion costs, and only to the extent such modification, or conversion costs were incurred in order for the vessel to meet contract requirements. The Government has sufficient working capital funds for these cancellation costs.

When requesting payment of cancellation costs, the Contractor shall provide evidence satisfactory to the Contracting Officer verifying that Contractor actually incurred the specified categories of cancellation costs prior to delivery of the vessel to the Government and the amount thereof.

The cancellation costs must be reasonable, allowable, and allocable to the contract as defined in FAR 31.201. The Government will not be obligated in any event to reimburse the Contractor for the specified categories of cancellation costs in excess of the amount allotted in the schedule above for each contract period regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." The Contractor agrees that payment of the specified cancellation costs according to the schedule above for any contract period fully compensates the Contractor for the specified categories of cancellation costs. The Contractor waives any right it may have to claim any additional costs for the specified categories of cancellation costs in the event such cancellation costs become payable, whether as a result of a termination for convenience or as a result of the Government's failure to exercise an option. As used in this clause, the total amount payable by the Government for the specified categories of cancellation costs in the event the Government does not exercise an option or terminates the contract for convenience is as set forth in the schedule above.

This clause does not limit the rights of the Government under the clauses entitled "Default," "Termination for Convenience of the Government," "Loss of Vessel," "No Cost Cancellation – Deficiencies," "Remedies," or "Excessive Time Lost." The clauses entitled "Default," "Loss of Vessel," "No Cost Cancellation – Deficiencies," "Remedies," and "Excessive Time Lost" are not subject to cancellation costs.

Note: Pursuant to 10 U.S.C. § 2401, the Government is prohibited from entering into a vessel charter that contains a substantial termination liability. Offerors who submit substantial termination liabilities will not be considered for award. A substantial termination liability is defined by the statute as:

- i. An agreement by the U.S., under the contract, to pay an amount equal to or greater than 25% of the value of the vessel for the termination liability; or
- ii. An agreement by the U.S., under the contract, to pay an amount equal to or greater than 50% of the value of the vessel for the sum of the termination liability and the value of the total payments attributable to capital-hire.

PART II. FAR 52.212-4 CONTRACT TERMS AND CONDITIONS —COMMERCIAL ITEMS (JAN 2017) (tailored pursuant to FAR 12.302(a))

*** Indicates that the clause is not tailorable.**

^Indicates that the clause has not been tailored.

(a) INSPECTION (TAILORED)

(1) In General

- (i) The Vessel and Associated Equipment shall be subject to the Government's inspection as to suitability for the required service prior to delivery and subject to subsequent inspections at any time during the period of this Charter to determine continuing suitability for the required service as well as to determine whether the material condition of the Vessel and Associated Equipment will prevent effective operation during basic and optional periods (if any) of this Charter. Such inspections shall include but not be limited to:
 - (A) Condition and operability of all cargo handling gear including standing and running rigging, cranes, booms, gantries, and status of regulatory body inspections of same;
 - (B) Condition and operability of navigation, communication, and environmental protection equipment and existence of appropriate technical manuals and onboard spares;
 - (C) Condition (tightness and preservation) of hull, deck plating, superstructure, divisional bulkheads and the operability of ground tackle;
 - (D) General material condition and maintenance of the Vessel and tanks;
 - (E) Condition, operability, and certification of required safety and firefighting equipment;
 - (F) Operability and safety of engineering spaces and equipment;
 - (G) Bunker survey;
 - (H) Hydrostatic test of all cargo systems (125 psi);
 - (I) Condition of all equipment required under this Charter particularly in respect to pollution avoidance;
 - (J) Condition of tank coatings.
- (ii) The Government further reserves the right to have the Vessel surveyed at any time by an independent surveyor.

- (iii) If in the opinion of the Government Inspector or independent surveyor deficiencies exist that preclude the adequacy of the Vessel for the assigned service, a notice for correction will be issued. In the event that the stated deficiencies are not corrected in a reasonable period of time and in the opinion of the Contracting Officer (based upon the recommendation of the Government Inspector and/or the independent surveyor) the Vessel is inadequate for the intended services or unable to operate for the remaining period of the Charter as a result of these deficiencies, the Government reserves the right to cancel this Charter at no cost to the Government at any time during its term or to take any other action available under this Charter Party or authorized by law.
- (2) Predelivery Inspection. A predelivery inspection of the Vessel with tanks gas and ballast free and clean may be held at Charterer's option; such inspection shall be of an advisory nature only. At any such inspection, any representation of a Government representative present, or lack thereof, shall not be binding on the Charterer. This inspection shall be conducted, if possible, in a shipyard and on a date mutually agreeable to the Owner and the Government. The Owner will be advised of the condition of the Vessel, Associated Equipment and tank coatings as found by the Inspector. This predelivery procedure is to enable the Owner to correct any deficiencies discovered before the delivery inspection in view of the Charterer's requirements that tank coating failures shall not exceed two percent (2%) of the total surface area in each tank in order for the Vessel to be acceptable on delivery. The results of any predelivery inspection under this paragraph shall further be without prejudice to any later determinations that the Vessel, Associated Equipment or Vessel tanks are unsuitable under this Charter Party, whether made at the delivery inspection or at any time during the period of the charter period including options if exercised.
- (3) Service Inspection
 - (i) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may –
 - (A) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
 - (B) Reduce the contract price to reflect the reduced value of the services performed.
 - (ii) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may –
 - (A) By contract or otherwise, perform the services and charge the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(B) Terminate the contract for default.

- (4) Vessel must arrive at load port in a clean, gas-free condition, and be ready for internal tank inspection by quality assurance representative. Contractor shall provide (Owner's account) a certified marine chemist to certify tanks safe for entry for internal tank inspection by Government/Charter representative. If a prior (last and next to last) cargo contained a percentage of benzene, Owner's certified marine chemist must also measure toxicity for benzene content and certify safe for entry. If partial shipment is offered, adjacent tanks next to Government cargo are to be gas-free. Last and next to last cargoes carried in tanks must be an approved product. The use of copper and copper alloys (brass, bronze, etc.) in vessel compartments, pipelines, heating coils, fittings, etc., that may come into contact with cargo is not permitted in vessels chartered by MSC to carry petroleum products, unless vessel possesses a current Defense Logistics Agency-Energy (DLA-E) waiver. Vessel must be equipped for both pier side and at anchor cargo operations. Contractor shall arrange oil spill protection and cleanup. Vessel shall have spill prevention booms for use during lightering operations. Vessel shall have adequate fendering for alongside operations and be able to lighter (skin to skin) from another tanker.

***(b) ASSIGNMENT**

The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) CHANGES (TAILORED)

Changes within the general scope of any of the terms and conditions of this Contract may be ordered by the Contracting Officer. If any such change causes an increase or decrease in the cost of performance, such change will be the subject of a bilateral modification to the Contract. However, nothing in this clause shall excuse the Contractor from proceeding with the Contract as changed.

***(d) DISPUTES**

This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) DEFINITIONS (TAILORED)

The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. Additional definitions are listed in Part IV.

(f) EXCUSABLE DELAYS (TAILORED) (AUG 2005)

- (1) Excepted events. Neither the Vessel, her Master, the Owner, nor the Charterer shall, unless otherwise in this Charter Party expressly provided, be responsible for any loss or damage or delay or failure in performing hereunder arising or resulting from any act of God; act of public enemies, pirates, or assailing thieves; arrest or restraint of princes, rulers, or people; seizure under legal process provided bond is promptly furnished to release the Vessel; flood; fire; blockade; riot, insurrection, or civil commotion; earthquake; or explosion. The Vessel shall have the liberty to sail with or without pilots, to tow and to be towed, to assist Vessels in distress, and to deviate for the purpose of saving life or property, or to go into dry dock or into ways with or without cargo, passengers or other personnel, as applicable, onboard.
- (2) Notification. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (3) Reservation. The exceptions identified in subparagraph (1) above shall not be such as to affect the Owner's warranties respecting the condition of the Vessel, or the Owner's obligations respecting the services specified under this Charter. Defaults of subcontractors at any tier or the Owner's failure to perform due to a labor disruption, labor dispute, or strike shall not constitute excepted events under subparagraph (1).

***(g) INVOICE**

- (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
 - (i) Name and address of the Contractor;
 - (ii) Invoice date and number;
 - (iii) Contract number, contract line item number and, if applicable, the order number;
 - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (vi) Terms of any discount for prompt payment offered;
 - (vii) Name and address of official to whom payment is to be sent;
 - (viii) Name, title, and phone number of person to notify in event of defective invoice; and
 - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

- (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer— System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer— Other Than System for Award Management), or applicable agency procedures.
 - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

^(h) PATENT INDEMNITY

The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

*** (i) PAYMENT**

- (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.
- (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
- (4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

- (A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
- (B) Affected contract number and delivery order number, if applicable;
- (C) Affected contract line item or subline item, if applicable; and
- (D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

- (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
- (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
- (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) RISK OF LOSS (TAILORED)

(1) Carriage of Goods by Sea Act (COGSA). Except as otherwise specified herein, the Owner, Vessel, and Charterer in all matters arising under this Charter Party shall be entitled to the like privileges, rights, and immunities (from the time the cargo is loaded until the time it is discharged from the Vessel) as are contained in 46 U.S.C. App. 1300-1315. However, any references in COGSA to (a) notices of loss or damage or (b) limitation-of-action periods shall not apply to this Charter Party. For purposes of this Charter Party, the term "carrier" as used in COGSA shall mean "the Owner" and the term "shipper" shall mean "the Charterer."

(2) Other Statutes. The Owner and the Vessel shall have the benefit of all limitations of and exemptions from liability accorded the Owner by any U.S. statute or rule of law for the time being in force (except to the extent that contract terms entitle the Government to compensation from the Contractor for the Contractor's failure to perform the requirements and obligations of this Charter or to the extent such statute or rule of law is subordinate to any statutorily mandated provision of this Charter Party by operation of law).

(k) TAXES (TAILORED)

The contract price includes all applicable Federal, State, and local taxes and duties except as otherwise provided in this Charter Party.

^(l) TERMINATION FOR THE GOVERNMENT'S CONVENIENCE

The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) TERMINATION FOR CAUSE (TAILORED)

- (1) The Government may terminate this Contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any Contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this Contract for default, such termination shall be deemed a termination for convenience.
- (2) If this Contract is terminated while the Contractor has possession of Government goods, the Contractor shall, upon direction of the Contracting Officer, protect and preserve the goods until surrendered to the Government or its agent. The Contractor and Contracting Officer shall agree on payment for the preservation and protection of the goods. Failure to agree on an amount will be a dispute under the Disputes clause.
- (3) The rights and remedies of the Government herein are in addition to any other rights and remedies provided by law or under this Contract.

^(n) TITLE

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) WARRANTY (TAILORED) (AUG 2005)

- (1) General. The Owner warrants that the Vessel performing under this Charter Party shall be in full conformity with the requirements of this Charter Party, from the time of delivery and thereafter during the currency of this Charter Party. In particular the Owner warrants that the Vessel is as described in Part I of this Charter Party and, if required under this Charter Party (see DFARS 252.247-7025 at VIII(b)(20) concerning requirements for reflagging work in U.S. shipyards), that the Vessel shall be under U.S. flag upon delivery. Should any specification of the Owner in the Contract be in excess of a required specification elsewhere in this Contract, the Owner's specification shall prevail over the required specification.
- (2) Regulatory compliance. The Owner warrants that the Vessel and all Associated Equipment shall be in full compliance with all applicable international conventions and all applicable laws, regulations, and other requirements of the nation of registry and of the nation(s) and local jurisdictions to whose port(s) and/or place(s) it is contemplated that the Vessel will be ordered hereunder. The Vessel shall additionally operate in compliance with the International Maritime Dangerous Goods Code. The Vessel shall be delivered and maintained in the highest class of a recognized classification society and be in compliance with all current safety, health, and pollution regulations promulgated by appropriate authorities, including the latest applicable ISO/IMO regulations. The Owner further warrants that the Vessel shall have onboard all certificates, records, or other documents required by the aforesaid conventions, laws, regulations, and requirements, including a Certificate of Financial Responsibility meeting the requirements of the U.S. Coast Guard and promulgated pursuant to the U.S. Federal Water Pollution Control Act, as amended, and/or the Oil Pollution Act of 1990.
- (3) Complement. The Owner warrants that the Vessel shall have an efficient and legally sufficient complement of Masters, Officers, and crew with adequate training and experience in the operation of all of the Vessel's equipment.
- (4) Fuel and speed warranty.
 - (i) Moderate weather: service speeds.
 - (A) Laden. The Owner warrants that, unless otherwise ordered by the Charterer, the Vessel is capable of maintaining, throughout the period of this Charter Party, the average speed in knots identified in Box 87 on any given moderate-weather passage from sea buoy to sea buoy while fully laden to summer marks. On any such passage as just described at the average speed identified in Box 87, daily fuel consumption in net barrels at 60 degrees Fahrenheit shall be at the average rate(s) identified in Box 89, for the grade(s)/viscosity(ies) therein identified to be consumed.
 - (B) Ballast. The Owner warrants that, unless otherwise ordered by the Charterer, the Vessel is capable of maintaining, throughout the period of this Charter Party, the average speed in knots identified in Box 88 on any given moderate-weather passage from sea buoy to sea buoy while in a ballast condition. On any

such passage as just described at the average speed identified in Box 88, daily fuel consumption in net barrels at 60 degrees Fahrenheit shall be at the average rate(s) identified in Box 90, for the grade(s)/viscosity (ies) therein identified to be consumed.

- (ii) Moderate Weather: Variable Speeds. For periods during which the Charterer orders the Vessel to operate at speeds other than those identified in Boxes 87 or 88, the Owner warrants that the Vessel's total fuel consumption (including all auxiliaries) in net barrels at 60 degrees Fahrenheit at those ordered speeds in moderate weather shall be at the average rates identified in Boxes 95a or 95b for the stated speed, range, and load conditions for the grade(s)/viscosity(ies) therein identified to be consumed.
 - (iii) Auxiliaries. The Owner warrants that the Vessel's fuel consumption (underway/steaming/laden) in net barrels at 60 degrees Fahrenheit for all auxiliaries, in addition to any fuel consumption identified in Boxes 89 or 90, shall be at the average rate identified in Box 91 for the grades/viscosities therein identified to be consumed, regardless of speed or weather conditions.
 - (iv) Idle Periods. The Owner warrants that the Vessel's fuel consumption in net barrels at 60 degrees Fahrenheit during all periods at anchor or alongside berth shall be at the average rate identified in Box 92, for the grade(s)/viscosity(ies) therein identified to be consumed.
- (5) Pollution Prevention and Safety Compliance. Owner warrants that the Vessel is in full compliance with the United States Oil Pollution Act of 1990 (OPA 90) and all applicable U.S. Coast Guard (USCG) regulations for safety and pollution prevention, including those regulations in 33 CFR Parts 155, 156, and 164, and amendments thereto. Owner warrants that it has submitted a Vessel Response Plan (VRP) for the Vessel, which complies with OPA 90 and with USCG regulations. Owner further warrants that the Vessel will be operated in full compliance with the legally applicable VRP requirements and any future VRP requirements. Owner further warrants that the Qualified Individuals listed in the VRP of the Vessel are readily available and their contract telephone numbers can be given to Charterer immediately upon request. Owner will provide evidence of such compliance within three working days from the date of the fixture.
- (6) Financial Responsibility. Owner warrants that it has secured, and carries aboard the Vessel, a Vessel Certificate of Financial Responsibility (Water Pollution) issued by the USCG in accordance with 33 C.F.R. 138.65.
- (1) Remedies. Should actual performance or readiness condition of the Vessel show any failure to satisfy one or more warranties or other Charter requirements not due to the fault of the Charterer, the hire may be equitably decreased, this Charter may be terminated, or the Vessel may be placed off-hire, at the Charterer's option so as to indemnify the Charterer to the extent of such failure. However, in all cases the Owner shall bear the cost of excessive fuel consumption resulting from the Owner's breach of its fuel

warranties. The foregoing remedies shall not limit other recoveries available under law or within this Charter.

- (2) Communications/Navigation Equipment. Vessel shall be equipped with all navigation equipment required by USCG or flag state (if non-US Flag) as appropriate and in full compliance with all international requirements and regulations. Vessel must also have INMARSAT, facsimile and email capability and, if not included on Q-88, contractor shall provide contact numbers for same on award.

^ (p) LIMITATION OF LIABILITY

Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

***(q) OTHER COMPLIANCES**

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

***(r) COMPLIANCE WITH LAWS UNIQUE TO GOVERNMENT CONTRACTS**

The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. chapter 37](#), Contract Work Hours and Safety Standards; [41 U.S.C. chapter 87](#), Kickbacks; [41 U.S.C. 4712](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. chapter 21](#) relating to procurement integrity.

(s) ORDER OF PRECEDENCE (TAILORED)

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) Information set forth in the Boxes (Part 1);
- (2) Paragraphs (b), (d), (g), (i), (q) and (r) of FAR 52.212-4 (as tailored).
- (3) The clause at FAR 52.212-5.
- (4) Any remaining addenda or portions thereof within this solicitation or Contract.
- (5) The Standard Form 1449.
- (6) Solicitation provisions if this is a solicitation.
- (7) Other documents, exhibits, and attachments.

^ (t) SYSTEM FOR AWARD MANAGEMENT (SAM)

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) Change the name in the SAM database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

^(u) UNAUTHORIZED OBLIGATIONS

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End Use License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

^(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

PART III -TERMS AND CONDITIONS**PART III. TANKER TIME TERMS AND CONDITIONS (Addendum to FAR 52.212-4)****(a) CHARTER HIRE**

(1) Hire Rates. Charter hire for services under this Charter Party shall be payable at the applicable rates stipulated in Box 14 and shall be earned at the expiration of each fifteen (15) days of the charter period. Except as otherwise provided herein, said hire rates shall be considered payment in full for all services of the Vessel and Associated Equipment under this Charter including all overtime (including but not limited to crew overtime/penalty time required for the opening and closing of hatches), penalty time, bonuses, payments, and emoluments payable to Master, Officers, and crew for services under this Charter, irrespective of the geographic scope of said service and including the carriage of ammunition and hazardous cargoes. Said hire rates are exclusive of the costs

of fuel and port charges, which are addressed at Paragraphs IV(p) (Fuel) and IV(n) (Port Charges and Expenses) below, respectively, and other stevedoring costs such as loading, securing and discharging cargo, which are addressed in Part III(g) (Loading and Discharging) below.

- (2) Loss of Vessel. Should the Vessel be either lost or missing and presumed lost, Charterer may, at its sole discretion, terminate this Charter, in which case hire shall cease to be payable at the time of the loss or, if said time is unknown, at the time of the Vessel's last received communication. Similarly, should the Vessel become a constructive total loss, Charterer may, at its sole discretion, terminate this Charter, in which case hire shall cease to be payable at the time of the casualty resulting in the constructive loss. The Vessel shall be considered missing and presumed lost when, after a reasonable lapse of time, it fails to reach its next scheduled port and reasonable efforts to contact it fail.

(b) MISSION

The Vessel may be employed in worldwide trade for the following: transportation and/or prepositioning of petroleum cargo (including, but not limited to hazardous cargoes, explosives, ammunition, vehicular, containerize, and general cargoes) and military readiness, in accordance with the terms of this Charter.

(c) REPORTING REQUIREMENTS

- (1) Charterer's Instructions. The Charterer shall furnish the Master with all requisite instructions and sailing directions in writing, including COMSC "Standard Operating Manual" (SOM) COMSCINST 3121.9 Series. The Master shall exercise due diligence to observe all such orders and instructions of the Charterer with respect to the Charterer's employment of the Vessel's services. Vessel must meet all MSC requirements for reporting. Reports required of the Vessel include, without limitation, the following:
- (i) Movement reports (see SOM, section 2-4-1);
 - (ii) Pre-arrival reports (see SOM, section 2-7-3);
 - (iii) Casualty reports (see SOM, section 4-3);
 - (iv) Tanker reports (see SOM, section 3-6);
 - (v) Defense Readiness Reporting System-Navy (see SOM, section 4-1); and
 - (vi) Position Reports (see SOM, section 2-4-2). Vessel shall provide position/status reports in-port and at-sea every six (6) hours daily at 0000, 0600, 1200, and 1800 hours local Washington, DC time (GMT-5 EST/GMT-4 EDT) and 72/48/24/12 hr pre-arrival notifications for all ports to Area Command and COMSC PM51. Vessel shall indicate all cargo tanks are clean, gas free, and ready for QAR inspection upon arrival delivery/first load port. Position reports shall be issued by electronic mail to the addresses designated in the cargo orders as issued by the appropriate Program Office or Area Command.

MSC Area Commands and MSCDC may require additions or deletions to the addressees on the Position Reports and may also require additional reporting requirements.

These reports must include the Vessel's Speed of Advance and the ETA to the next port.

(d) CREW

- (1) Conduct of Master, Officers, and Crew. The Master, Officers, and crew shall be appointed or hired by the Owner and shall be deemed to be the servants and agents of the Owner at all times except as otherwise specified in this Charter. The Master of the Vessel shall be under the Charterer's direction with regard to the employment of the Vessel, but shall not be under the Charterer's orders with regard to the navigation, care, and custody of the Vessel. If the Charterer shall have reason to be dissatisfied with the conduct of the Master, Officers, or crew, the Owner shall, upon receiving the particulars of the complaint, investigate the matter and, if necessary, make a change in personnel.
- (2) Qualifications. The Master, Officers and crew shall meet all international and flag state requirements for training and experience aboard tank vessels. For US Flag, this includes meeting citizenship requirements as prescribed by law.
- (3) Identification Cards. In the event Government identification cards are issued to Master, Officers and crew, the Contractor shall be responsible for tracking and, upon redelivery of the Vessel, returning all cards.
- (4) OCONUS Contractor Conduct. Upon award of this Contract, the Contractor shall immediately notify all contractor personnel, who are or who will be employed by, or who are or who will be accompanying, United States Naval Forces outside the continental United States (OCONUS), and who are not a host country national ordinarily resident in the host country, that such personnel, and any dependents residing with such personnel, who engage in conduct OCONUS that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States as required by the Military Extraterritorial Jurisdiction Act of 2000, Pub. L. 106-523, 114 Stat. 2488, codified at 18 U.S.C. 3261 – 3267, as implemented by DoD Instruction 5525.11, "Criminal Jurisdiction over Civilians Employed by or accompanying the Armed Forces outside the United States." Reference is made to Secretary of Defense memo dated 10 March 2008; "UCMJ jurisdiction Over DoD Civilian Employees, DoD Contractor Personnel, and Other Persons Serving With or Accompanying the Armed Forces Overseas During Declared War and in Contingency Operations."

(e) MARAD CONSTRUCTION DIFFERENTIAL SUBSIDY (CDS) (JUN 1998)

The Contractor, if operating a Vessel or Vessels built with Construction Differential Subsidy (CDS) unequivocally agrees that there will be no increase in contract price due to any liability to repay CDS which such Contractor may incur.

(f) CARGO RECEIPT (AUG 2005)

- (1) Manifest/Bill of Lading. The Charterer or consignor of the cargo shall prepare a manifest and/or bill of lading, which shall list the cargo loaded on the Vessel. The Master shall sign said cargo receipt(s) in acknowledgment of the receipt of cargo said to have been loaded by the Charterer or the consignor of the cargo, without responsibility as to quantities, mixture, mark, number of packages, weights, etc., or the apparent condition of the cargo, it being understood that it is the Charterer's or the consignor's responsibility to tally the cargo and to check the condition thereof upon loading and discharging. The Contractor shall provide a copy of the signed manifest(s) upon request by the Government.
- (2) Charter Paramount. Any receipt signed by or on behalf of the Master or Agent shall be without prejudice to the terms, conditions, and exceptions of this Charter and subject to all of them. The terms of this Charter Party shall apply to any shipment made by the Government whether or not bills of lading are issued.

(g) LOADING AND DISCHARGING

- (1) General. The whole reach and burthen of the Vessel shall be at the disposal of the Charterer, reserving only proper and sufficient space for Vessel's Master, Officers, and crew, tackle, apparel, furniture, provisions, stores, and fuel. The Charterer shall have the use of the Vessel's winches and other appropriate gear actually on board, and the Owner shall provide sufficient power to operate all the Vessel's winches simultaneously. The Vessel shall work night and day, if required by the Charterer.
- (2) Cargo Quantity Limitation. In no case shall the cargo exceed what the Vessel can reasonably stow and carry, in the judgment of the Master, over and above the space and burthen necessary for Vessel's Officers and crew, her cabin, tackle, apparel, furniture, provisions, fresh water, stores, necessary ballast and fuel (sufficient space to be left in the tanks to provide for the expansion of cargo) and, in any case, not in excess of the quantity permitted by the minimum freeboard permitted for the specific voyages and always consistent with the discharging port(s)/place(s).
- (3) Detention or Standby. If by reason of the Owner's failure to use diligence to keep the Vessel in a thoroughly efficient state of hull, machinery, equipment, personnel, and other particulars relating to the seaworthiness of the Vessel, the Charterer incurs costs of stevedoring detention or standby time in connection with the loading or discharging of cargo, such costs shall be for the account of the Owner, provided, however, the Owner shall not be liable for such costs unless the period of detention or standby time exceeds 20 minutes. The Charterer, within 24 hours after the period of detention or standby time

commences, shall give the Owner or its representative written notice of the detention or standby time.

- (4) Lighterage. Lighterage, if any, will be at the risk and expense of the Charterer, except as otherwise provided herein.
- (5) Stevedore Damage. The Charterer is to be responsible for any physical damage done to the Vessel by Charterer stevedores on loading and/or discharging only if such damage is occasioned by negligence, breach of warranty or breach of contract and the Master advises Charterer, or Charterer's representatives, in writing, within twenty-four hours after occurrence of the specific damage and the Master further notifies the parties who have caused this damage, in writing, and endeavors to obtain their admission of liability. As soon as practicable after such damage is sustained, the Owner is to have an independent survey made to define and estimate the damage; a written copy of the survey report is to be promptly forwarded to the Charterer. All claims are to be settled directly between the Owner and the stevedores, with the Charterer being ultimately responsible.
- (6) Injurious Cargoes. No injurious cargoes, including acids that are injurious to the Vessel, are to be shipped.
- (7) Carriage of Non-Clean Products. The Charterer shall have the right to carry dirty petroleum products excluding crude oil at any time during the currency of this Charter Party and also the right to change from dirty petroleum products to clean petroleum products any time during the currency of this Charter Party, it being understood that any time and expense involved in cleaning the tanks to carry clean petroleum products after carrying dirty petroleum products shall be for the Charterer's account, except that any additional cleaning required by reason of carrying a higher grade of cargo which can normally be done by the crew and/or with the Vessel's equipment shall be for the Owner's account. It is also understood that this paragraph does not alter the responsibilities of the parties with respect to the condition of the tanks on delivery and redelivery as contained in III(k)(4) (Description of Vessel – Cargo Tanks).
- (8) Reserved
- (9) Oil/Water Interface Point. The Vessel shall establish, immediately upon completion of loading and immediately prior to discharge, either by manual or electronic means, the oil/water interface point in all cargo tanks and record such readings in Vessel's logs.
- (10) Ballast Discharge. The Vessel shall be capable of discharging ballast while loading cargo and of taking on ballast while discharging.
- (11) International Safety Guide for Oil Tankers and Terminals (ISGOTT). The Vessel shall be operated in compliance with guidelines detailed in ISGOTT.

(h) OIL POLLUTION SPILL

- (1) Pollution Damage. Where an escape or discharge of oil occurs from the Vessel and threatens to cause pollution damage to coastlines, Charterer may, at its option, and upon notice to Owner or Master, undertake such measures as are reasonably necessary to prevent or mitigate such damage, unless Owner promptly undertakes same. Charterer shall keep Owner advised of the nature of the measures intended to be taken. Any of the aforementioned measures actually taken by Charterer shall be at Owner's expense except to the extent that any such escape or discharge or threat was caused or contributed to by Charterer. If Owner considers such measures should be discontinued, Owner shall so notify the Charterer and thereafter neither the Charterer nor its nominee shall have any right to continue said measures under the provisions of this paragraph and all further liability to Charterer under this paragraph shall thereupon cease, except that Charterer may continue such measures at Owner's expense if Owner does not undertake reasonable measures to prevent or mitigate damages.
- (2) Reservation. The above provisions are not in derogation of such other rights as Charterer or Owner may have under the provisions of this Charter including but not limited to IV(g) (Insurance) hereof, or may otherwise have or acquire by law or any international convention.

(i) SAFETY IN LOADING AND DISCHARGING CARGO

Attention of the Owner is directed to the Occupational Safety and Health Act of 1970, 29 U.S.C. 651 et seq., as amended, and to the standards promulgated there under by the Secretary of Labor.

(j) DECK CARGO

Should deck cargo be carried, it shall be carried at the Charterer's risk, excepting cargo shipped in containers.

(k) DESCRIPTION OF VESSEL

- (1) Pumping and Stripping Capacity. The Vessel is equipped with the number of cargo and stripping pumps identified in Boxes 73 and 75, and their minimum discharge rates (against a back pressure of 100 psi at Vessel's manifold) are noted in Boxes 74 and 76, respectively. The Vessel is so equipped to drain and strip all cargo tanks of all free-flowing liquid cargo.
- (2) Cargo Capacity. The Vessel has the total capacity for bulk cargo identified in Box 56 after a deduction of two percent for expansion. The Vessel is constructed and equipped to carry, without admixture, the minimum number of grades of petroleum products identified in Box 54, with positive means of segregation between systems; that is, minimum double valves or effective line blinds. The Vessel is also equipped and constructed to be capable of loading and discharging the minimum number of grades of petroleum products identified in Box 55 simultaneously, using separate lines, pumps, and manifold connections.

(3) Ballast Tanks. The Vessel's segregated and clean ballast tanks, as those terms are defined by applicable regulations, have the capacities noted in Box 57.

(4) Cargo Tanks.

- (i) Vessel must have the ability to clean, mop, dry and inert cargo tanks within three (3) days during performance of the charter when required.
- (ii) Vessel must have the ability to carry one complete undecanted tank washing in dedicated slop tanks.
- (iii) Vessel must hot wash all cargo spaces with water not to exceed 58 degrees centigrade prior to presenting for initial acceptance and inspection. All cargo tanks must be free of loose rust, previous cargo residues and films (including dyes), significant salt deposits and other impediments that could impact the quality of the cargo to be loaded.
- (iv) Vessel must arrive at load port in a clean, gas-free condition, and be ready for internal tank inspection by Quality Assurance Representative (QAR). Ensure any adjacent tanks are also clean and gas free. Contractor shall provide (Owner's account) a Certified Marine Chemist to certify tanks safe for entry for internal tank inspection by Government / Charterer representative. Contractor will provide time needed to re-inert after inspection. If a prior (last and next to last) cargo contained a percentage of benzene, Owner's Certified Marine Chemist must also measure toxicity for Benzene content and certify safe for entry. All safe for entry / toxicity / flammability assessments will be performed in the presence of the inspecting QAR.
- (v) The use of copper and copper alloys (brass, bronze, etc.) in vessel compartments, pipelines, heating coils, fittings, etc. is not permitted in vessels chartered by MSC to carry petroleum products, unless vessel possesses a current Defense Logistics Agency - Energy (DLA-E) waiver.
- (vi) If vessel cargo tanks have heating coils, provide the coil type or composition (such as stainless steel, copper, etc.), date that the heating coils were last pressure tested and the results of the test (passed or failed). Date of last pressure test cannot exceed 12 months for duration of this charter. Vessel tanks with copper or yellow metal compounds are normally not acceptable for Jet Fuel cargoes.
- (vii) If vessel cargo tanks are internally coated, provide the coating type (epoxy, inorganic zinc, etc.). Coal tar coating is not acceptable. If tanks are not coated, then state "none". Coatings that are incompatible with the fuel to be carried will be rejected.
- (viii) Vessel must provide Certificates of Quality for last three cargoes. These Certificates should contain all test data required by specification for the products

that were previously loaded (last three). Vessel Certificates of Quality from vessel post-load samples are preferred, but if unavailable shore tank Certificates of Quality representing quality of product loaded are acceptable. The Certificates of Quality should contain the test data required by the specification for the product which were loaded. They shall be submitted for each shore tank as well as the vessel tanks after loading (composite sample). Results of “typical” are not acceptable. Additionally, the following are required for the specific products mentioned:

- (A) Naphtha / Condensates: Mercaptan Sulphur, reported in “parts per million” (ppm) or “mass percent”, or Doctor Test (ASTMD 4952). Otherwise, Certificates of Quality should contain the test data required by the specification for the products which were loaded.
 - (B) Gasoline (Motor or Aviation): It must be stated whether the previous product was “leaded” or “unleaded”. This is needed to determine cargo tank “safe entry” testing requirements.
- (ix) Vessel must provide documentation that certifies whether or not the last three cargoes carried contained FAME (Fatty Acid Methyl Esters). In the event any of the cargoes did contain FAME, vessel owners/operators must provide certification and support documentation that vessel cargo tanks were cleaned / conditioned in accordance with the guidance in Energy Institute HM50.
 - (x) Vessel must be able to take upper, middle, lower, bottom, and all-level samples of the cargo (to include OBQ & ROB) without contaminating them from the sampling location. If unable to do so or if the sampling location is contaminated or suspected to be contaminated, Charterer will require open sampling on a tank by tank basis, consistent with safety and local terminal regulations.

PART IV TIME CHARTER TERMS

PART IV. TIME CHARTER COMMON TERMS AND CONDITIONS (Addendum to FAR 52.212-4)

(a) GENERAL DEFINITIONS

Alterations - Additions of equipment; changes to the configuration, location, type, or number of pieces of equipment or systems; changes in the arrangement and outfitting of Vessel’s structure

API - American Petroleum Institute

API Standard - The most recent edition of API, Manual of Petroleum Measurement Standards ch.17.1

AR - interchangeable with ATRS

Assisting - Movement of a tow, which is making use of, or which has available for use, her own propulsion

Associated Equipment - Construed to include all Contractor-owned and Contractor-furnished equipment, supplies, fixtures, and tackle necessary for performance under this Charter Party

ASTM - American Society for Testing and Materials

ATRS - American Tanker Rate Schedule (as revised and current as of the Charter Party Date, issued and copyright by the Association of Ship Brokers and Agents (USA), Inc.)

Bbl - Barrel (42 U.S. gallons volume measure)

CAGE - Commercial and Governmental Entity Code (reference DFARS 252.204-7001)

Cancelling Date - Identified in Box 5 of Part I

Cargo - Identified in Box 2 of Part I in DRYVOY and TANKVOY

Cargo Manifest - Charterer-issued DD Forms 1385 and 1386, or substitutes.

CEC – Contractor Establishment Code

CFE - Contractor-furnished equipment

CFR - Code of Federal Regulations

Charter - Interchangeable with “Charter Party” and “Contract”

Charterer - The United States of America

Charter Party - This document when executed; interchangeable with “Contract” and “Charter”

Charter Party Date - Identified in Box 31c of SF 1449

CHOP - Charterer’s option

CLC - Convention on Civil Liability for Oil Pollution Damage, 1969

CLIN – Contract Line Item Number

Clean - Petroleum or its products not darker than 3.5 NPA color

COA - Contract of Affreightment; interchangeable with "Contract" and "Charter Party" and "master solicitation" as defined at FAR 15.205(b)

COGSA - Carriage of Goods by Sea Act. 46a U.S.C. Chapter 28

Commencing Date - Identified in Box 5 of Part I

COMSC - U.S. Department of the Navy, Commander, Military Sealift Command

COMSCINST - COMSC Instruction

Contract – Interchangeable with "Charter Party"

Contract – Interchangeable with "Charter Party"

Contracting Officer - Identified in Boxes 31a and 31b of SF 1449

Contractor - Interchangeable with "Owner"

CONUS – Continental United States. Consists of 48 contiguous states and Alaska.

COR - Contracting Officer's Representative - (DFARS 202.101) - means an individual designated (in accordance with subsection 201.602-2 of the DFARS) and authorized in writing by the contracting officer to perform specific technical or administrative functions.to perform specific technical or administrative functions.

If the Contracting Officer designates a COR, the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of contract.

COW - Crude oil wash

CPP - Clean petroleum products, not darker than 3.5 NPA color

Crew - Of the Vessel identified at Box 7

CS – Contractor Security

Cu ft - cubic foot [1 cubic foot equals 0.028317 cubic meter]

DD 250-1 - Tanker/Barge Material Inspection and Receiving Report

DFARS - Department of Defense Federal Acquisition Regulation Supplement (issued by the Department of Defense)

DoD – U.S. Department of Defense

DPP - Dirty petroleum products, darker than 3.5 NPA color

DWT – Deadweight tonnage (Owner's account for any and all costs to meet port restrictions)

ETA - Estimated time of arrival

FAR - Federal Acquisition Regulation (issued by the Department of Defense, General Services Administration, and National Aeronautics and Space Administration)

FCC - Federal Communications Commission

FEU - Forty-foot equivalent unit (container volume measure)

FHEX - Fridays, U.S. Government holidays, and holidays observed at the port (whether national or local) to be excluded from the time computation. See SSHEX.

FHINC - Fridays, U.S. Government holidays, and holidays observed at the port (whether national or local) to be included in the time computation. See SSHINC.

F.i.o. - Free in and out

F.i.o. ex s.s. - Free in and out except for stowage and securing (see DRYVOY V(p))

F.i.o.s.s. - Free in and out stowed and secured (see DRYVOY V(o))

FLO/FLO - Float-on, float-off loading/discharging process

FPCON – Force Protection Condition

Freight - Identified in Box 19 of Part I in TANKVOY and DRYVOY to include any additional cost incurred in meeting port restrictions

Ft - Foot/feet [1 foot equals 0.3048 meter]

Full Cargo - That quantity not exceeding what the Vessel can reasonably stow and carry as further defined III(f) (DRYVOY and TANKVOY); with reference to Box 17 (DRYVOY) or Box 18 (TANKVOY), Charterer's obligation to furnish and Owner's obligation to load a Full Cargo as above, which may be further subject to stipulated minimum and maximum values or an optional margin, in which latter case, Charterer's and Owner's obligation is set at a Full Cargo or the stated minimum, whichever is the lesser

Full Operational Status (FOS) - Vessel manned and provisioned, all Associated Equipment operational, and Vessel prepared in all respects to perform her mission in accordance with this Charter, whether or not so ordered (see IV(q) (Reduced Operational Status (Lay-up) in DRYTIME and TANKTIME))

FY – Fiscal Year. 1 October to 30 September.

GFP - Government-furnished property (see FAR 52.245-1 in VIII(b)(3) below)

Government - The United States of America; interchangeable with “Charterer”

Government Designated Representative - Including, but not limited to, force protection personnel, military, government employees, and government contractors

GSV - Gross Standard Volume as defined by API Standard, that is, the total volume of all petroleum liquids and sediment and water (excluding free water), as corrected by various factors

hp – horsepower [1 hp equals 0.745799 kW]

IGS - Inert gas system

IMDG – International Maritime Dangerous Goods Code

IMO - International Maritime Organization

In. - Inch(es) [1 inch equals 25.4 mm/2.54 cm]

In-transit loss - The difference in the TCV at 60 degrees Fahrenheit, as measured aboard the Vessel after loading at the load port or place and before unloading at the first discharge port or place

ITOPF – International Tanker Owners Pollution Federation Limited

kg - kilogram [1 kg equals 2.20 pounds]

km – kilometers

kPa - kilo Pascal [1 kPa equals 20.886 psf]

kW - kilowatts [1 kW equals 1.34 horsepower (hp)]

LASH – Lighter Aboard Ship Vessel type

Laydays - The span of Commencing and Cancelling dates identified in Box 5

Laytime - The period of time agreed in Box 4 in DRYVOY during which the Owner will make and keep the Vessel available for loading and discharging the cargo and for all other Charterer's purposes without payment additional to the freight

Lb - Pound [1 pound equals 0.453592 kg]

Liner terms - See DRYVOY V(q)

LO/LO – Lift-On/Lift-Off loading/discharge process

LT - Long ton, of 2,240 pounds weight [1 long ton equals 1.016047 metric tons]

m – meter [1 meter equals 3.28 feet]

m² – square meter [1 square meter equals 10.764 square feet]

m³ – cubic meter [1 cubic meter equals 0.883 measurement tons/35.314 cubic feet]

MarAd - U.S. Department of Transportation, Maritime Administration

Master - Of the Vessel identified in Box 7 of Part I

Maximum Cargo - Unless otherwise noted, the greater tonnage identified in Box 2 (DRYVOY and TANKVOY); should a margin (plus or minus) be identified with the cargo tonnage, Maximum Cargo shall be considered to be the greatest quantity of cargo calculable from such margin

Minimum Cargo - Unless otherwise noted, the lesser tonnage identified in Box 2 (DRYVOY and TANKVOY); should a margin (plus or minus) be identified with the cargo tonnage, Minimum Cargo shall be considered to be the least quantity of cargo calculable from such margin

mm - millimeter [1 millimeter equals 0.039 inch]

Moderate Weather - Conditions up to sustained winds of Beaufort Force 5 and sea state 4 (any day during which sustained winds of Beaufort Force 5 or above are encountered for more than six hours shall not be considered a “moderate-weather” day for purposes of fuel or speed warranties made under this Charter)

MOL - More or less

MOLCHOP - More or less at Charterer's option

MOLOO - More or less at Owner's option

MSC - U.S. Department of the Navy, Military Sealift Command

MT - Measurement ton (40 cubic feet volume)

NM- Nautical Miles

NMCARS - Navy Marine Corps Acquisition Regulation Supplement

NOR - Notice of readiness (see DRYVOY or TANKVOY III(j))

Notice Time - Free time allowed prior to the commencement or resumption of laytime or, if the Vessel is on demurrage, prior to the resumption of demurrage (see DRYVOY III(k) or TANKVOY III(k))

OBQ - Onboard quantity of material as defined by API Standard, that is, the water, oil, slops, oil residue, oil/water emulsions, sludge, and sediment remaining in Vessel tanks, void spaces, and/or pipelines prior to loading

OCIMF - Oil Companies International Marine Forum

OCONUS – Outside Continental United States

Office hours - from 0800 hours until 1700 hours local time on a Working Day

OO - Owner's option

Owner - That entity exercising commercial control of the Vessel identified in Box 7; interchangeable with “Contractor” and “Offeror” and to include disponent owners and all the shipowner’s and disponent owner’s agents, employees, independent contractors, Master, Officers, and crew

P&I - Marine protection and indemnity insurance

Part Cargo - With reference to Box 17 (DRYVOY) or Box 18 (TANKVOY), Charterer's obligation to furnish and Owner's obligation to load a specified quantity of cargo, which may be further subject to stipulated minimum and maximum values or an optional margin

Paying Office - Identified in Box 18a of SF 1449

Place - Any berth, dock, anchorage, submarine line, alongside any Vessel or lighter or any other place whatsoever to which Charterer is entitled to direct the Vessel hereunder

Psf - Pounds per square foot load measure [1 psf equals 0.0478803 kPa]

QAR - Quality Assurance Representative; interchangeable with “Charterer’s inspector” and “Charterer’s representative”

Readiness - See DRYTIME or TANKTIME IV(i)

RFP - Request for Proposals; interchangeable with “solicitation”

R.O.B. - Material remaining onboard as defined by API Standard, that is, the water, oil, slops, oil residue, oil/water emulsions, sludge, and sediment in Vessel tanks, void spaces, and/or pipelines after discharge

RO/RO - Roll-on/Roll-off loading/discharging process

SDWT - Deadweight capacity, to assigned summer mean draft

SHEX - Sundays, U.S. Government holidays, and holidays observed at the port (whether national or local) to be excluded from the time computation with the following time so excluded:

- (a) from 1700 hours local time on Saturday until 0800 hours local time on the following Monday, except in countries where Friday is the recognized weekly day of rest (where time from 1200 hours local time on Thursday until 0800 hours local time on the following Saturday will be excluded);
- (b) from 1700 hours local time on the day proceeding a holiday until 0800 hours local time on the following working day.

SSHEX - Saturdays, Sundays, U.S. Government holidays, and holidays observed at the port (whether national or local) to be excluded from the time computation, with the following time so excluded:

- (a) from 1700 hours local time on Friday until 0800 hours local time on the following Monday, except in countries where Friday is the recognized weekly day of rest (where time from 1200 hours local time on Thursday until 0800 hours local time on the following Saturday will be excluded);
- (b) from 1700 hours local time on the day proceeding a holiday until 0800 hours local time on the following working day.

SHINC - Sundays, U.S. holidays and holidays observed at the port (whether national or local) to be included in the time computation. See SSHINC.

SSHINC - Saturdays, Sundays, U.S. Government holidays, and holidays observed at the port (whether national or local) to be included in the time computation, with time counting:

- (a) from 1700 hours local time on Friday until 0800 hours local time on the following Monday, except in countries where Friday is the recognized weekly day of rest (where time from 1200 hours local time on Thursday until 0800 hours local time on the following Saturday will count);
- (b) from 1700 hours local time on the day proceeding a holiday until 0800 hours local time on the following working day.

SOLAS – Safety of Life at Sea

Speed - Derived by dividing the total hours at sea on any given sea passage (as shown in the Vessel's log) --after excluding any hours of non-moderate weather and any sea passage covered by an off-hire calculation--into the total miles at sea on the given sea passage

SWL - Safe Working Load

t - metric ton (1 metric ton equals 0.9842064 long ton)

Tanker Loading Reports - Charterer-issued cargo manifests, to include DD Form 250-1

TCV - Total Calculated Volume as defined by API Standard, that is, GSV plus free water

TEU - Twenty-foot equivalent unit (container volume measure)

TIN - Taxpayer Identification Number (see FAR 52.212-3 at XII(c)(2) below)

USCG - United States Coast Guard

USD - U.S. dollars

VEF - Vessel Experience Factor as defined by API

Vessel - Identified at Box 7

VISA – Voluntary Intermodal Sealift Agreement

Voyage - Identified at Boxes 3 and 5 (DRYVOY) or Boxes 3 and 4 (TANKVOY)

WOG - Without guaranty

Worldscale - interchangeable with “WS”

WS - New Worldwide Tanker Nominal Freight Scale, code name New Worldscale, (as revised and current as of the Charter Party Date, jointly sponsored and issued by the Worldscale Association (London), Ltd. and Worldscale Association (NYC), Inc.

(b) DELIVERY (AUG 2005)

- (1) Laydays. The Vessel and all Associated Equipment shall be delivered to the Charterer at a port or place in accordance with Box 2 not later than 1600 hours local time at place of delivery on the canceling date stated in Box 5, the Owner giving written notice of readiness during office hours to the appropriate Government representative at the port or place of delivery on a working day (Saturdays, Sundays, or other recognized weekly days of rest, U.S. Government holidays, and holidays observed at the delivery port, whether national or local, shall not be considered working days). Government inspection of the Vessel shall be completed within a reasonable amount of time thereafter, not exceeding

twenty-four (24) hours after proper tender of the notice of readiness, (Saturdays, Sundays, or other recognized weekly days of rest, U.S. Government holidays, and holidays observed at the delivery port, whether national or local, excepted in the computation of said twenty-four hour period). Hire shall commence upon acceptance of the Vessel by the Charterer but not before the commencing date stated in Box 5, unless approved in writing in advance by the Contracting Officer. The Charterer shall have the liberty to cancel this Charter at no cost to the Government should the Vessel or Associated Equipment not be ready in accordance with the provisions hereof by the canceling date stated in Box 5, said cancellation to be declared not later than twenty-four (24) hours after 1600 hours local time at place of delivery on the canceling date stated in Box 5, should the Vessel not be ready by that time. This paragraph shall not limit any right of the Government under this Charter Party or any right to take any other action authorized by law.

- (2) Condition. The Vessel and all Associated Equipment shall be, insofar as due diligence can make them so, seaworthy, properly and efficiently manned and trained, equipped, supplied, and in every way suitable and adequately fitted for and in all respects ready for the service contemplated under this Charter Party. Any Associated Equipment shall upon delivery be as described in this Charter Party and all cargo-handling equipment shall be rigged, secured, and operable. The Owner shall exercise due diligence to maintain the Vessel and Associated Equipment in such state during the period of this Charter Party.

(c) REDELIVERY

Unless lost, the Vessel shall be redelivered at a port or place in accordance with Box 3.

(d) PORTS/PLACES (AUG 2005)

- (1) Safety. The Charterer shall exercise due diligence to order the Vessel to safe berths or places (or alongside vessels or lighters reachable on her arrival and designated/procured by the Charterer) that the Vessel can approach, lie at, and depart from always accessible, always afloat. The Charterer shall not, however, be deemed to warrant the safety of any berth or place and shall not be liable or accountable for any loss, damage, injury, or delay resulting from any unsafe condition at any berth or place unless caused by the Charterer's failure to exercise due diligence as aforesaid. Any lightering will be at the expense of the Charterer; however, in the event the Charterer directs the Owner to arrange for lighterage services, the Owner shall make all necessary arrangements therefore.
- (2) Ice. The Vessel shall not be ordered or bound to enter any port or place inaccessible due to ice or at which lights, lightships, markers, or buoys on Vessel's arrival are (or are likely to be) withdrawn by reason of ice. The Vessel shall not be obliged to force ice. If a port or place to which the Vessel is ordered is inaccessible due to ice, the Master shall immediately notify the Charterer requesting revised orders and shall remain outside the ice-bound area. If there is danger of the Vessel being frozen in at any port or place, the Vessel shall, at Master's discretion, proceed to the nearest safe and ice-free position, at

the same time requesting the Charterer's revised orders. Any delay or detention resulting from ice to be for the Charterer's account.

(e) CHARTER PERIOD

This Charter Party shall be for the period designated in Box 4, commencing upon the Charterer's acceptance of the Vessel and continuing until either the date of her redelivery or the completion of the voyage then current, at the Charterer's sole option. Any option periods shall be in direct continuation; shall be without guaranty at the Charterer's sole option; and shall be declared as specified in VIII(c)(2) and (3). Optional periods may be declared at any time prior to redelivery of the Vessel.

(f) DRYDOCK

- (1) General. The Owner, at its expense, shall dry dock, clean and maintain the Vessel's bottom and propeller, and make all overhaul and other necessary repairs properly to maintain the Vessel in class, maintain the Vessel in compliance with IV(b)(2) (Condition) above and the warranties of II(o) (Warranty) above, and otherwise to keep the Vessel tight, staunch, and strong, and in thoroughly efficient order and condition. For such purpose of dry dock, the Charterer shall allow Vessel to proceed to an appropriate port upon sixty days prior notice to the Contracting Officer. All towage, pilotage, fuel, gas-freeing if required, water, and other expenses incurred while proceeding to and from dry dock shall also be for the Owner's account.
- (2) Suspension of Hire. In case of dry docking, pursuant to this paragraph (f), at a port where Vessel is to load, discharge, or bunker under the Charterer's orders, hire shall be suspended from the time the Vessel receives free pratique on arrival, if in ballast, or upon completion of discharge of cargo, if loaded, until Vessel is again ready for service. In case of dry docking at a port other than where Vessel loads, discharges or bunkers, payment of hire shall cease from the time of deviation until the Vessel is again ready and in a position not less favorable to the Charterer than that at which such deviation occurred.

(g) INSURANCE

- (1) Requirement. During the period commencing with the first loading and terminating with the final discharge of the Vessel, the Owner shall have in place marine insurance coverage on the Vessel including Hull and Machinery, Protection and Indemnity (P&I), War Risk Hull and Machinery including P&I and, if U.S.-flagged, Second Seamen's War Risk Policy. Owner shall, when requested, furnish a Certificate of Insurance evidencing required coverage. Except as otherwise provided in this Charter Party, the Owner shall be responsible for the cost of such insurance, including deductibles, premia, additional premia, calls, commissions, advancements, assessments, and overspill claims where applicable.

- (2) Trading Limits. Trading limits of the vessel shall be worldwide. If Vessel is sent beyond the limits of American Institute Trade Warranties or Institute Warranties (as applicable to Owner's coverage) under this Charter Party, Charterer agrees to reimburse Owner for the actual extra cost of additional premia and/or increased deductible levels, to the extent incurred, properly assessed by the Vessel's marine insurance underwriters and payable by the Owner, which extra cost is occasioned by the Vessel's trading beyond such limits.
- (3) Limitation of Charterer's Liability. Except as otherwise specifically provided herein, the Charterer shall not be liable for any loss, damage, expense, cost, or liability whatsoever and howsoever incurred by the Owner or Vessel or which are imposed upon Owner by operation of law. Any amount due Owner under IV(g) shall be subject to setoff by Charterer to the extent of any recovery under any insurance carried by the Owner.
- (4) Notification to Charterer. Owner shall, to the maximum extent practicable, keep the Charterer, through the Contracting Officer, currently informed in writing as to the potential vitiation, suspension, lapse, or termination of any of Vessel's insurance policies as a consequence of this Charter Party.
- (5) Charterer Named Assured. The United States of America shall be named as an additional assured with waiver of subrogation on all applicable insurance policies. All cost of such insurance, including but not limited to deductibles, premia, additional premia, calls, commissions, advancements, assessments, and overspill claims where applicable, shall be for Owner's account. Owner agrees to make claims against insurers for losses or damages covered by insurance regardless of Charterer fault, action or omission, and Owner will pay all costs and deductibles associated with such claims.

(h) WAR (AUG 2005)

- (1) Requirement. If Vessel is ordered under this Charter Party to any port, place, zone, or route involved in a state of war, warlike operations or hostilities, civil strife or piracy (whether there be a declaration of war or not) where it might reasonably be expected to be subject to capture, seizure, arrest, or hostile act by a belligerent power (whether de facto or de jure), it shall be unreasonable for the Owner not to prosecute said voyage instructions if insurance against said risks is then available commercially or under a Government program, or if the Government offers the Owner an indemnity under Public Law 85-804 against losses that would be covered by such insurance. In the event of the existence of said risks, the Charterer shall, to the extent provided in this paragraph (h), assume provable additional costs of wages (including all additional bonuses and payments required) and insurance and all taxes associated therewith properly incurred by the Owner as a consequence of service under this Charter Party. No other additional costs shall be reimbursable except as is expressly provided for in this Charter.
- (2) Additional Wage Costs. Charterer shall reimburse Owner for provable additional costs (including taxes associated therewith) incurred pursuant to this Charter Party as a consequence of the risks identified in subparagraph (1) above for (i) wages of Master, Officers, or crew and (ii) required payments or bonuses to Master, Officers, or crew.

However, any of said wages or payments shall not exceed in amount that which would be payable, under applicable laws and regulations, to U.S. Civil Service mariners in the employ of MSC in the same port, place, zone, or route.

- (3) Additional Insurance Costs. Charterer shall reimburse Owner for provable additional costs of premia and taxes associated therewith (over and above such costs in effect on the Charter Party Date) reasonably incurred pursuant to this Charter Party as a consequence of the risks identified in subparagraph (1) above in the Vessel's War Risk Hull & Machinery policy, in the Vessel's War Risk Protection & Indemnity policy, and in any war risk policy on the lives of or for injuries to Officers and crew to the extent provided in section (h)(5). Provided, however, that no proportion of additional premia allocable to insuring an amount in excess of the coverage in place as of the Charter Party date shall be reimbursable by Charterer in respect of any of the foregoing war risk policies. Provided further that Owner shall apply for and remit to Charterer as savings any rebates by reason of reductions in or rebates of premiums charged for entry into War, Piracy, Terrorism and Related Perils Listed Areas. Provided further that the United States of America shall be named as an additional assured with waiver of subrogation noted under all of the foregoing war risk policies. Alternatively, with respect to any area(s) excluded by war risk trading warranties under Owner's commercial war risk insurance coverage, in Charterer's sole option and at no cost to the Government, Charterer may delete this subparagraph (h)(3) with twenty-four hours notice in which case (i) V(e) (Time Charter War Risk Coverage) shall automatically be effective in such area; or (ii) the Government shall offer an indemnity under Public Law 85-804.
- (4) Insurance Nonavailability. If no commercial or Governmental insurance is available for service under this Charter Party covering the risks identified in subparagraph (1) above, Vessel shall not be required to enter or remain at any port, place, zone, or route subject to said risks; Charterer in such case shall have the right to order the Vessel to other port(s) or areas consistent with Boxes 2 and 3 herein.
- (5) Owner must immediately notify Charterer of any changes in the Vessel's commercial war risk insurance, including but not limited to, changes to war, piracy, terrorism and related perils listed areas and/or increases in commercial war risk insurance premia. After giving notice, Owners must secure Charterer's permission prior to entry into any commercial war risk Listed Areas before incurring liability for additional premia. Prior notice to Charterer and Charterer's permission are conditions precedent to reimbursement of additional premium costs and associated taxes.

(i) READINESS (JUN 1998)

Readiness is a required service of the Vessel. Readiness shall be defined as the ability of a Vessel and Associated Equipment to perform the function for which designed, built, or chartered, including the ability to deploy without delays, whether or not so ordered to perform. If there is a degradation of this readiness, such that actual performance or condition of the Vessel or Associated Equipment shows any failure to satisfy one or more of the Owner's warranties or renders the Vessel in less than a fully efficient state, the hire will be

proportionately decreased so as to indemnify the Charterer to the extent of such failure, this Charter Party to remain otherwise unaffected. Failure of the parties to agree upon the extent of the proportional decrease in hire shall be a dispute under the clause entitled "Disputes" incorporated herein by reference in II(d) above. Nothing in this clause shall limit the rights of the Charterer to place the Vessel off-hire pursuant to IV(j) (Off-Hire) below.

(j) OFF-HIRE (AUG 2005)

- (1) General. In the event of the loss of time resulting from deficiency and/or default of men including but not limited to misconduct, illness, injury, strikes, labor disruptions, lockouts, deficiency of stores; fire; breakdown of or damages to hull, machinery, or equipment; collision; stranding; grounding; detention by authorities; average accidents to Vessel or cargo unless resulting from inherent vice, quality, or defect of the cargo; repairs; inspections; dry docking for the purpose of examination or painting bottom; or deviation for the purpose of landing any ill or injured person on board other than any passenger, supercargo, or military personnel who may be carried at the Charterer's request; or by any other cause whatsoever preventing the full working of the Vessel; the payment of hire shall cease for all time lost until the Vessel is again ready and in a fully efficient state to resume her service from a position not less favorable to the Charterer than that at which such loss of time commenced. Should the Vessel deviate or put back during a voyage contrary to the orders or directions of the Charterer for any reason, the hire is to be suspended from the time of her deviating or putting back until she is again ready and in a fully efficient state to resume her service from a position not less favorable to the Charterer than that at which such loss of time commenced. When the period of time lost to the Charterer on any one occasion is less than four (4) consecutive hours (or twelve (12) consecutive hours while in prepositioning service), the hire shall not be reduced for such period.
- (2) Costs for Owner. The cost of fuel consumed while the Vessel is off-hire, as well as all port charges, pilotages, and other expenses incurred during such period and consequent upon the putting in to any port or place other than that to which the Vessel is bound, shall be borne by the Owner. All fuel used by the Vessel being driven into port or to shallow harbors or to rivers or ports with bars, the delay of the Vessel and/or expenses resulting there from shall be for the Charterer's account. See IV(p)(5) *infra*.
- (3) Delays/Excessive Fuel Consumption. If upon any passage the Vessel (i) fails to make the warranted speed in Boxes 87 and 88 or if her warranted fuel consumption exceeds that in Boxes 89-92 and 95, either or both of which are due to defect in or breakdown of any part of her hull, machinery, or equipment; casualty; or inefficiency of Master, Officers, or crew or their failure to proceed with utmost dispatch, and (ii) is delayed more than twelve (12) hours, the hire for the time lost and any cost of extra fuel consumed, if any, shall be borne by the Owner. Any delay by ice shall be for Charterer's account.

(k) SUPERCARGO AND GOVERNMENT DESIGNATED REPRESENTATIVES (AUG 2005)

- (1) Charterer's Option. The Charterer shall have the right to assign supercargo (supercargo as used herein is both plural and singular) and other Government designated representatives aboard the Vessel for duty purposes to the extent that accommodations and United States Coast Guard certification (when applicable) allow and in accordance with COMSC Instruction 3121.9 Series. The Charterer shall pay an amount of \$30.00 per day, per person, covering all expenses including accommodations and victualling. The Owner shall victual U.S. Government designated representatives, pilots, and Customs Officers when authorized by the Charterer at \$7.00 per meal. The Government particularly reserves the right to put a representative onboard the Vessel, with the pilot, at the approach to a discharge port (or otherwise as mutually agreeable) to inspect the Vessel and to monitor the unloading; reimbursement for accommodations and/or victualling is to be as described above.
- (2) Military Personnel. In addition to the carriage of personnel noted in subparagraph (1) above, the Charterer shall have the right to assign other military personnel aboard the Vessel. Such personnel are not to require victualling or berthing facilities from the Vessel unless requested by the military commander aboard, in which case the Owner will be reimbursed out-of-pocket expenses not to exceed the amount per person per day set forth in subparagraph (1) above. The Owner shall provide sufficient lifesaving equipment for such personnel in accordance with SOLAS and all other applicable regulatory requirements.
- (3) Charterer's Liability. The Charterer shall be liable to the Owner for any loss of the Vessel's fittings or appurtenances or any damage to the Vessel, her fittings, or appurtenances caused by the act of supercargo or Government designated representatives in the embarkation, carriage, or debarkation of supercargo or Government designated representatives to the extent such loss or damage is not payable under the Vessel's insurance policies. However, the Charterer shall not be liable for such damage unless written notice specifying such damage and, if obtainable, the name of the party or parties causing such damage and, if obtainable, the name of the party or parties causing such damage shall have been given to the Charterer or its authorized representative within a reasonable time.
- (4) Cadet Training. The Owner shall participate in programs for Merchant Marine cadet training under the sponsorship of accredited state or federal Merchant Marine academies. Available positions shall be distributed as equally as possible among the requesting schools. Cadet wages, berthing, training, subsistence, and transportation shall be solely the responsibility of the Owner.

(I) TIME LOST (AUG 2005)

- (1) Tacking to the End of Charter Period. Any time during which the Vessel is off hire under this Charter Party may be added to the charter period, at the Charterer's option. If the Charterer exercises its option to extend the charter period pursuant to this sub-clause, the charter period shall be deemed to include such extension and hire shall be payable at the rate(s) which would otherwise have been payable during each period of off hire.

- (2) Excessive Time Lost. The Charterer may by written notice cancel this Charter at no cost to the Government whenever, in any given 365-day period, for any reason whatsoever, more than 30 days are lost except for time lost as a result of the causes set forth in IV(h)(1) (War) above. Failure to cancel this Charter after thirty days are lost shall be without prejudice to any other rights of the Charterer, or any later right of the Charterer to cancel this Charter Party.
- (3) Relationship to Other Remedies. No remedy conferred by this paragraph upon the Charterer is intended to be exclusive of any other remedy already conferred by this Charter Party now or hereafter existing at law or in equity or by statute.

(m) NEGLIGENCE OF PILOTS (AUG 2005)

The Government, as the Charterer, shall not be held responsible, liable, or accountable for losses sustained by the Owner or the Vessel through the negligence of pilots or tugboats although engaged by the Charterer. Pilots and tugboats shall be considered servants of the Owner.

(n) PORT CHARGES AND EXPENSES (AUG 2005)

- (1) Expenses for Charterer. Except as otherwise provided herein, the Charterer shall pay expenses of loading and unloading cargo and all wharfage, dockage, canal tolls, dues, taxes, and similar port charges imposed by public authority including consular charges (except those pertaining to the Master, Officers, and crew) incurred by the Vessel in ports visited pursuant to Charterer's direction. Agency fees, provided not incurred for the convenience of the Vessel or the Owner, shall also be for the Charterer's account. The Charterer shall pay all pilotage charged to the Vessel; however, in no case shall the Charterer reimburse the Owner for pilotage paid to the Master or other members of the crew. Surveyors or consultants as mutually agreed may be retained under this Charter in order to facilitate fact-finding in respect of actual or potential claim actions or for inspections or surveys generally; the costs therefore shall be as mutually agreed and, if for the Charterer's account, said costs shall be incurred only after prior written approval from the Contracting Officer.
- (2) Reimbursement. All of the charges incurred for the Charterer's account as noted in subparagraph (1) above shall be paid by the Owner if so required by the Charterer. The Charterer shall thereafter reimburse the Owner for such charges in accordance with II(i) (Payment) above and IV(y) (Reimbursable Supplies and Services (Charters)) below.

(o) OWNER'S OBLIGATION

- (1) Provisions, Insurance, Wages, Fees, and Other Expenses. The Owner shall, unless otherwise provided herein, provide and pay for all provisions; deck, engine room, and galley stores; lube oil; slop and garbage removal/disposal; fresh water; insurance on the Vessel; wages of, transportation of, and services for Master, Officers, and crew and

consular fees pertaining to them in accordance with subparagraph (n)(1) (Port Charges and Expenses) above. The Owner will be responsible for all port charges associated with the foregoing.

- (2) Dispatch. The Owner, through its agents, employees, and servants, shall commence and prosecute the voyages made pursuant to this Charter with utmost dispatch and shall render all customary assistance with the Vessel's crew and equipment.
- (3) Logs. The Owner shall have maintained onboard the Vessel deck and engine room logs, true copies of which shall be retained by the Owner and made available to the Charterer at any time upon request and at no cost to the Government for a period of 10 years after the expiration of this Charter Party. Logs shall be legible and in English.

(p) **FUEL**

- (1) Delivery Bunkers. Upon delivery of the Vessel, the Owner shall present to the Contracting Officer a statement certified by the Owner or its authorized agent showing the amount and grade of fuel on board at the time of delivery with such additional verification as the Contracting Officer may require and the Charterer shall pay the Owner for such fuel at the current market price at the port of delivery upon certification and verification of such statement by the Contracting Officer, except that for charters where the vessel receives no bunkers during the course of the charter, the Charterer shall reimburse Owner for the amount of fuel used during the Charter at the current market rate at delivery port at time of delivery. The Charterer shall pay for the on-hire bunker survey if performed by an independent surveyor and required by the Contracting Officer. The Owner shall provide additional bunkers as may be required by the Charterer prior to the acceptance of the Vessel by the Charterer; and the Charterer shall reimburse the Owner all costs directly connected with the bunkering of the additional fuel, including but not limited to lighterage, dockage and similar charges, and taxes related therewith.
- (2) Provision of Fuel. The Charterer shall ordinarily supply or cause to be supplied any or all of the fuel required by the Vessel during the period of this Charter. The grade of such fuel is to be specified by the Owner, and the grade supplied shall be at least that grade unless otherwise mutually agreed.
- (3) Fuel Oil Sampling and Testing.
 - a. For charters exceeding six months, the Owner shall provide and install a "continuous drip-type" fuel oil testing flange to obtain fuel samples. The Charterer shall bear all costs for fuel testing. The Charterer will provide to the Owner all sample bottles, primary sample containers, seals, and prepaid mailers necessary for collecting and testing bunker fuel. During each bunkering, the Owner shall be responsible for collecting the primary sample by IMO MARPOL VI specified continuous drip sample method, and then generating four individual samples from the primary sample. All samples shall be clearly labeled, sealed and serialized. The four individual samples consist of the 1) MARPOL, 2) Offship Lab, 3) Vendor and 4)

Offship Retest samples. The Owner shall retain the MARPOL sample in accordance with MARPOL VI regulations, mail the Offship Lab sample to the Charterer's designated fuel lab using the prepaid mailer, offer the Vendor sample to the fuel supplier, retain the Offship Retest sample until the later of the time that the fuel is consumed or 90 days. The Owner shall record the serial numbers and disposition of all sample bottles in the Ship's Log.

- b. For charters of six months or less, the Owner shall perform and bear all costs associated with fuel testing. At a minimum the Owner shall collect, seal, and serialize a MARPOL VI retained sample and an Offship Test sample. The Owner shall have the Offship sample tested in accordance with ISO 8217:2005 for the fuel bunkered. All test results shall be forwarded by email to msc.mschq-fuel.fct@navy.mil.

Testing laboratory confirmation of compatibility and specifications of newly on-board delivered fuel shall constitute acceptance by Owner. The Vessel shall not be off-hire in the event of delay resulting from the supply of fuel found to be off specification, unless for want of due diligence by Owner. If the Owner loads such fuel on the Vessel at his own expense, the Charterer shall reimburse the Owner the reasonable expenses of such loading.

- (4) Owner's Purchase of Fuel. The Owner shall, if directed by the Charterer, purchase fuel for the Vessel, in which case the Charterer shall reimburse the Owner the cost of all fuel (excluding lube oils and slop removal) procured by the Owner and loaded in the Vessel during the period of this Charter. If the Owner is required to incur costs under this paragraph by the Charterer, the Charterer shall thereafter reimburse the Owner for the reasonable expenses of such fuel upon presentation of properly certified vouchers, supporting receipts, and other documentation which justify the charges as fair and reasonable in accordance with II(i) (Payment) above. The Owner shall not, however, be reimbursed any amount in excess of the current market price of such fuel at the place of loading plus all reasonable expenses incurred by the Owner in loading said fuel on board the Vessel. The title to all fuel for the cost of which the Owner is entitled to be reimbursed hereunder shall automatically pass to and vest in the Charterer upon delivery to the Owner or upon the happening of any other event by which title passes from the vendor or supplier thereof to the Owner, in the case of any such fuel which is purchased for the performance of this Charter. The Charterer shall be afforded all benefits of Owner's contracts for its fuel requirements, including but not limited to any savings addressed in IV(aa) (Savings) below.
- (5) Off-Hire. If the Vessel should go off-hire during the period of this Charter, the Owner shall present to the Contracting Officer a statement certified by it or its authorized agent showing the amount of fuel on board at the time the off-hire period commenced and the amount of fuel on board when the off-hire period ended. The Charterer shall be credited for the cost of the fuel consumed during the off-hire period and also reasonable expenses incurred in loading such fuel, with such costs based upon costs at the previous refueling point.

- (6) Redelivery. Upon redelivery of the Vessel, the Owner shall present to the Contracting Officer a statement certified by the Owner or its authorized agent showing the amount of fuel on board at the time of redelivery. A bunker survey conducted by an independent bunker surveyor approved by the Charterer shall be performed at the port of redelivery or such other place as the Charterer shall direct, at Owner's time and expense. The Charterer shall be credited with the value of fuel on board at the time of redelivery, computed at the current market price at the port of redelivery, except that for charters where the vessel receives no bunkers during the course of the Charter, the Charterer shall reimburse Owner for the amount of fuel used during the Charter at the current market rate at delivery port at time of delivery.
- (7) Reasonable Expenses. The term "reasonable expenses" as used in this paragraph, shall mean all reasonable costs excluding crew overtime which are necessarily incurred in loading said fuel on board the Vessel such as expenses incurred at tanker terminal; loading fuel from lighters, barges, or other craft used as lighters, including lighterage, lighter demurrage, or detention incurred; cost of shifting lighters for the convenience of the Vessel, handling lighter lines; and such similar expenses which the Charterer shall find were necessarily incurred in the loading of fuel on the Vessel during the period of this Charter.

(q) REDUCED OPERATIONAL STATUS (LAYUP) (AUG 2005)

- (1) Charterer's Option. The Charterer shall have the right to direct the Owner to place the Vessel in a period of reduced operational status (ROS). During any such period the rate of hire shall be as stipulated in the applicable boxes in Part I. The less-than-10-day rates stipulated in Part I shall apply over the full term of: (a) any ROS period which actually extends less than 10 days, and (b) any ROS period which is initially estimated by the Charterer to extend less than 10 days, regardless of the actual duration. The 10-day-and-longer rates stipulated in Part I shall apply over the full term of any ROS period which is estimated to and does extend 10 days or longer, without reference to any other ROS or FOS rates.
- (2) Notice to Owner. The Charterer shall give the Owner written or electronic notice or, in the event notice is given by telephone, written or electronic confirmation of exercise of the right specified in subparagraph (1) above, including with said notice an estimate of the duration of the ROS period. Such notice shall also specify the time at which the period of ROS is to commence, which time shall not be less than 48 hours subsequent to the receipt of such notice by the Owner or its representative. The Charterer shall give the Owner written or electronic notice or, in the event notice is given by telephone, written or electronic confirmation of termination of the period of ROS. Such notice shall specify the time at which such period shall terminate, which time shall be at least 72 hours (Saturdays, Sundays and holidays excluded) subsequent to the receipt of said notice by the Owner or its representatives; provided, however, that by agreement between the Owner and the Charterer, the Vessel may be returned to full operational status (FOS) before the time specified in the notice of termination of the reduced operational period.

(r) WAIVER OF CLAIMS (AUG 2005)

All claims whatsoever under this contract must be submitted to the Contracting Officer pursuant to the clause entitled "Disputes" within six months of the accrual of the claim. All claims not so submitted shall be deemed waived by the Owner.

(s) CHARTER NOT A DEMISE (DEC 1988)

Nothing herein contained shall be construed as creating a demise of the Vessel to the Charterer, the Owner under this Charter retaining complete and exclusive possession and control of the Vessel and her navigation.

(t) SUBCHARTER (AUG 2005)

The Charterer shall have the right, without the prior written consent of the Owner, to subcharter or agree to subcharter the Vessel under any form of time or voyage charter. If the Charterer shall enter into any such charter, the Charterer shall nevertheless remain responsible for the performance of this Charter. Any such subcharter shall include a provision that it is subject to the provisions of this Charter.

(u) GENERAL AVERAGE (AUG 2005)

General average shall be adjusted, stated and settled according to the York-Antwerp Rules 2004, and any subsequent modification thereof, in the port of New York and according to the laws and usages of the port of New York. In such adjustment, disbursements in foreign currencies shall be converted into United States Dollars at the exchange rate prevailing in the United States on the date made and allowances for damage to cargo claimed in foreign currency shall be converted into United States Dollars at the exchange rate prevailing on the last day of discharge of such damaged cargo from the Vessel. Notwithstanding the foregoing, the Charterer's contributions in general average shall in no event exceed three times the Owner's contribution for any single general average incident.

(v) SALVAGE

- (1) All salvage moneys earned by the Vessel during the period of this Charter shall be divided equally between the Owner and the Charterer after deducting Master's, Officers' and crew's shares, legal expense, Vessel hire lost, if any, as a result of the salvage service, value of fuel consumed (which shall be paid in full to the Charterer from the salvage award), repairs of damage, if any, and other extraordinary loss or expense sustained as a result of the salvage service. Charter hire shall continue to be paid by the Charterer during deviations for the purpose of performing salvage service.
- (2) When engaged in the carriage of Government cargo and if requested by the Charterer, the Owner agrees to accept Navy salvage services. Such services may be provided using Navy personnel and resources or Navy contracted resources.

- (3) In providing such services, the Navy, through the Charterer, agrees to waive all claims for "pure" or "bonus" salvage. Instead, the Charterer shall be entitled to the following:
- (a) In those cases in which the salvage services are provided by Navy personnel and resources, the salvage claim shall be limited to a schedule of current per diem rates and allowable expenses as established by the Navy's Supervisor of Salvage. In no event shall such amount exceed a maximum claim of \$25,000 per day.
 - (b) In those situations in which the Navy utilizes contracted resources to deliver assistance, the Owner shall be liable for the actual daily rate charged to the Navy by the Contractor(s).
- (4) It is understood that this limited Supervisor of Salvage claim is asserted against the Vessel only, is solely for the Vessel's account, and does not include any amounts for the salvage of the Government's cargo. Notwithstanding any other provisions of this Contract, this limited Supervisor of Salvage claim IS NOT directly or by way of setoff chargeable in whole or in part to the Government by way of general average or otherwise.

(w) LIMITATIONS (JAN 1999)

The Owner shall have the benefit of all limitations of and exemptions from liability accorded to the Owner or Chartered Owner of the Vessel by any statute or rule of law for the time being in force except to the extent that contract terms entitle the Government to compensation from the Contractor for the Contractor's failure to perform the requirements and obligations of this Charter or such statute or rule of law limiting the Contractor's liability is subordinate to any statutorily mandated provision of this Charter Party by operation of law. Nothing in this Charter Party shall operate to limit or deprive the Owner of any statutory exceptions or limitation of liability (against parties other than the Charterer) on the theory of personal contract or otherwise.

(x) ALTERATIONS (AUG 2005)

The Charterer shall be at liberty to make any additional alterations it may require beyond what is on board at the commencement of this Charter, such work to be done at Charterer's expense and on its time. The Charterer shall thereafter, during the period of this Charter, leave the Vessel in her original condition, ordinary wear and tear excepted, provided that the Contracting Officer is notified in writing within 30 days of completion of any alteration that the Contractor requests such restoration or removal. The Charterer shall be at liberty to install any equipment or defensive armament (including demagnetization by installed equipment or other process, e.g., degaussing, wiping, or deperming), to install any additional gear or equipment for loading, carrying or discharging cargoes, and to repaint the Vessel. Such work shall be done at the Charterer's expense and on its time and shall not be such as to be in contravention of any applicable law of the United States or regulation made pursuant thereto. Such equipment, armament, materials, and gear so fitted are to be considered "Government Property" under the terms of FAR clause 52.245-1 at VIII(b)(3). The Charterer shall, during the period of this Charter, remove the same together with any alterations and

additions thereto at its expense and time and shall restore the Vessel to her condition and color prior to such changes, ordinary wear and tear excepted. The Government shall have the right to abandon in place any alteration or Government furnished property, unless the Contracting Officer is notified in writing within 30 days of completion of any alteration that the Contractor requests such restoration or removal.

(y) REIMBURSABLE SUPPLIES AND SERVICES CHARTERS (MAR 2005)

- (1) The Government will reimburse the Contractor only for the actual price paid for those supplies and services that are expressly identified as reimbursable items by this Contract. "Actual price" paid by the Contractor for such supplies and services, includes tax paid, if any, and reduced by any and all credits and rebates, whether accrued or realized, associated with the supplies and services provided. "Actual price" does not include material handling charges, overhead, general and administrative costs, profit, or any other indirect cost that is in any way associated with the Contractor's purchase or provision of such supplies and services. The parties expressly agree that the offered and accepted daily rate includes all costs incurred or paid by the Contractor, including but not limited to material handling charges, overhead, general and administrative costs, or profit, that are in any way associated with the Contractor's purchase or provision of such supplies and services.
- (2) To be eligible to receive reimbursement for services and supplies identified in this Contract as reimbursable items and obtained in support of this Contract, the Contractor must obtain at least three quotes for each transaction in excess of \$2,500 to ensure that adequate price competition was sought or the Contractor must provide an acceptable justification as to why it was impracticable to do so. In the case of fuel purchases, unless directed otherwise by the Contracting Officer, the Contractor shall provide the documentation listed in subparagraphs (i) through (iii) below to the Contracting Officer for approval, prior to purchasing fuel. For purchases of services and supplies and other than fuel, the Contractor need provide the aforementioned documentation only when requested by the Contracting Officer. The Contractor shall maintain documentation of all reimbursable purchases until three years after the Contract is completed and shall provide access to and copies of such documentation when requested by the Contracting Officer.
 - (i) A description of the supplies or services to be subcontracted.
 - (ii) Identification of the proposed subcontractor and price.
 - (i) Suppliers contacted and price quotes. Include other pertinent data such as price lists used if suppliers were not contacted and information regarding the selection if other than price-related factors were considered.
- (3) The Contracting Officer may reduce the reimbursement by any amount above that which the Contracting Officer finds, in his/her sole discretion, is greater than that which is fair and reasonable for the supplies or services provided, giving due consideration to the facts and circumstances prevailing at the time that the Contractor procured the supplies and services. Disputes as to the amount by which any reimbursement is reduced shall be resolved in accordance with the "Disputes" clause of the Contract. It shall be the

Contractor's burden to demonstrate that the price it paid for reimbursable supplies and services was fair and reasonable.

- (4) When the Contractor expects total funding expended for reimbursable items to reach 85 percent of the total funds available on each Reimbursable Supplies and Services CLIN, the Contractor shall notify the Contracting Officer and the COR and any other Government official identified by the Contracting Officer. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule. The Contractor shall not exceed or incur costs that exceed the amount of funding stated on each Reimbursable Supplies and Services CLIN at the time a reimbursable item is ordered.
- (5) The Government is not obligated to reimburse the Contractor for otherwise reimbursable supplies and services in excess of the funded amount stated in the Schedule under each Reimbursable CLIN.
- (6) The Contractor is not obligated to continue performance of any reimbursable work under this Contract or otherwise incur costs for reimbursable supplies or services in excess of the funded amount stated in the Schedule under each Reimbursable CLIN unless the Contracting Officer notifies the Contractor that the funded amount stated in the Schedule under the applicable Reimbursables CLIN has been increased. Notification shall be in writing. In the event notification is made orally, such notification shall be followed up in writing within two working days.
- (7) No notice, communication, or representation from any person other than the Contracting Officer shall affect the Government's obligation to reimburse the Contractor.
- (8) Change orders shall not be considered an authorization to exceed the funded amount stated in the Schedule under each Reimbursable CLIN unless they contain a statement expressly increasing the funded amount of the Reimbursables CLIN by a sufficient amount to cover the change order.

(z) STANDARDS OF APPEARANCE (JUN 1998)

It is important that the Vessel operation meets the highest possible standards of appearance and Vessel smartness. To this end, the Owner and operator will institute a continuous program of Vessel maintenance. The hull, decks, deckhouse, and all appurtenances will be cleaned and preserved as necessary and painted as required. The interior of the Vessel's deckhouses will be maintained in a clean and orderly state, with all equipment properly and securely stowed. The main and auxiliary machinery spaces will be kept clean and free of excessive accumulations of oil and debris. All spaces will be lighted to allow safe operation and correct maintenance of machinery and equipment.

(aa) SAVINGS (JUN 1998)

The Owner agrees that any refunds, rebates, credits, discounts, insurance payments, or other amounts (including any interest thereon) accruing to or received by the Owner under this Charter shall be paid by the Owner to the Government to the extent that they are properly allocable to costs, expenses, or reimbursements for which the Owner has been reimbursed by the Government under the terms of this Charter. The foregoing shall apply to any savings to the Owner resulting from a fleet reduction, applied on a pro rata basis.

(ab) LAW GOVERNING (JUN 1998)

This Charter Party shall be governed by the laws of the United States.

(ac) SUBSTITUTION

Subject to the Charterer's approval, the Owner may, at any time, propose to substitute a Vessel or Vessels. The nominated Vessel or Vessels shall possess the same or greater characteristics as the Vessel or Vessels being replaced. Approval of a Vessel substitution is a matter for the Charterer's sole discretion.

(ad) MSC SHIPBOARD ANTITERRORISM/FORCE PROTECTION MEASURES (NOV 2008)

- (1) The Owner agrees that the time or voyage chartered vessel will be under the tactical control of an MSC Area Command. The Area Commander will advise the Master of the vessel of the applicable Force Protection Conditions (FPCON) and security measures he is required to implement.
- (2) The Owner agrees that while under charter, U.S. Armed Forces personnel may board the Vessel at any time at any location for U. S. national security purposes, gives consent for such boarding, and agrees to cooperate fully with such U.S. Armed Forces personnel in the boarding party. The Owner also agrees to permit U.S. Armed Forces personnel to search without limitation any and all vessel spaces for U.S. national security purposes.
- (3) The Charterer reserves the right, at the Charterer's sole option, to embark armed U.S. Armed Forces personnel at any time during the period of this Charter to protect U.S. Armed Forces personnel, cargo or equipment onboard the Vessel, or to protect the Vessel itself. These force protection personnel will provide security in accordance with rules of engagement established by competent U. S. military authorities and will operate under the command of such authorities. The Owner shall provide accommodations and victualling for these embarked personnel. The Charterer shall reimburse the Owner for all expenses relating to the embarkation force protection personnel as provided in this Charter for Supercargo.
- (4) The Owner agrees to render all necessary assistance to U.S. Armed Forces personnel with respect to the identification and screening of crewmembers or such others as may be aboard the Vessel. The Owner consents to the immediate removal of crewmembers or such others as may be aboard the Vessel deemed unsuitable for any reason by the

Contracting Officer or U.S. Armed Forces personnel. The Owner agrees to replace any such crewmembers promptly and that such replacements will fully comply with all crew screening requirements. The Charterer agrees to reimburse the Owner for the reasonable costs directly incurred by the Owner with respect to such replacements.

- (5) The Owner agrees to comply with the current vessel physical security measures required by relevant MSC Force Protection instructions or other security-related directions from MSC or U.S. military authorities for the threat condition of the area. This may include turning off the Automatic Identification System and Long Range Identification and Tracking system onboard the Vessel, or adopting other security measures. Additionally, the Owner of chartered vessels will comply with and implement the requirements of MSC's current SHIPBOARD ANTITERRORISM/FORCE PROTECTION (AT/FP) PROGRAM instruction, COMSCINST 5530.3 Series, as revised, incorporated herein by reference.
- (6) The Owner agrees to comply with responsibilities addressed in "shipboard military force protection detachment authority to use force" contained in ALMSC 009/03 message. This message includes respective responsibilities of the Vessel Master and Mission Commander of the embarked security team. The Charterer, through the cognizant MSC Area Command, will provide a copy of this message and MSC N3 Force Protection compliance outline memorandum dated 29 October 2008 to the Vessel during the delivery inspection, if applicable, or as requested.
- (7) The Owner agrees that the Master and Embarked Security Team Mission Commander/Tactical Supervisor on watch shall work together to implement force protection measures. The Master will ensure that the Tactical Supervisor is aware of ship maneuvers. The Master shall be available to receive reports by the Tactical Supervisor of the tactical force protection picture to allow the Master to maneuver his vessel so as to best protect his vessel and crew.
- (8) The Owner agrees that the Master will participate in any embarked security team mission brief that may be given upon embarkation of the Mission Commander.
- (9) The Owner agrees to immediately report all FP incidents, warning shots, firing of flares, and disabling fire to the cognizant MSC Area Command. Long term time charters will follow Navy OPREP reporting requirements. In addition, all force protection threats, actions, and incidents will be entered into the vessel's deck log or Force Protection journal as applicable.
- (10) The Owner agrees that the Vessel will have an operational internal announcing system and hand-held megaphone.
- (11) For time charters, the Charterer, through the cognizant MSC Area Commands, will provide copies of the MSC SHIPBOARD ANTITERRORISM/FORCE PROTECTION (AT/FP) PROGRAM, COMSCINST 5530.3 series and the MSC SOM, COMSCINST 3121.9 series during the delivery inspection.

(ae) **PAYMENT**

All invoices, requests for equitable adjustment, or similar requests for payment under this Charter must be submitted not later than (six) 6 months after the end of the relevant period of service. All invoices, requests for equitable adjustment, or similar requests for payment not so submitted shall be deemed waived by the Owner.

(af) **SPECIAL REQUIREMENTS**

(1) Reserved.

(2) Force Protection/Supercargo. Notwithstanding any restrictions in this Charter Party to the contrary, Owner agrees to the embarkation of up to 12 armed force protection personnel as provided for under the Force Protection clause. In the event complying with this requirement exceeds the Vessel's Certificate of Inspection (COI), Owner agrees to make reasonable efforts to obtain within two business days of award, all appropriate waivers so as to allow the Vessel to carry such additional personnel. If Owner is unable to obtain the necessary waivers, Charterer shall have the option to cancel this Charter at no cost to the Government. The option to cancel shall be declared not later than 24 hours after the expiration of the aforementioned two-day period. The cost of any additional lifesaving equipment shall be for Owner's account.

(ag) **STATUTORY EMPLOYEE**

Pursuant to Louisiana Revised Statutes (La.R.S.) 23:1061(A)(3) the Department of the Navy, by and through Military Sealift Command, and Contractor expressly provide and agree that the United States of America and/or the Department of the Navy, by and through Military Sealift Command, is the statutory employer of any of Contractor's employees and is entitled to the tort immunity provided in La.R.S. 23:1061 and La.R.S. 23:1032.

(ah) **IN-TRANSIT VISIBILITY**

(1) MSC has implemented a fully automated satellite tracking system (ASTARS) for the purpose of providing In-Transit Visibility (ITV) of its Vessels. To support this system, the Owner's Vessel shall be equipped with an INMARSAT-C Terminal with GPS input.

(2) Prior to delivery of the Vessel, the Owner shall provide to the Charterer the make and model of the INMARSAT-C terminal, its registered identification number, and the specific satellite (POR, AORE, AORW, or IOR) on to which it is currently logged. Once this information is received, MSC technicians will remotely communicate with the terminal to activate reporting. When no longer required, MSC technicians will stop the terminal from reporting. The Owner shall provide MSC technicians with assistance as required to activate and maintain ASTARS reporting.

(3) The cost of ASTARS reporting shall be included in the fixed price of this Charter.

(ai) **SECURITY THREAT**

In the event of a security threat or incident involving the Vessel, crew or cargo during the voyage, the Vessel's Master shall report any incident immediately to the MSC Area Command in whose area the Vessel is currently located. The MSC Command Center should be contacted if the cognizant Area Command cannot be reached. Contact numbers will be provided upon award.

(aj) **IMMUNIZATIONS (U.S.-FLAG ONLY)**

PROPHYLACTIC AND MEDICAL COUNTERMEASURES, INCLUDING

IMMUNIZATIONS: U.S.-flag time chartered vessel(s) services are considered essential Contractor services to the Department of Defense in support of military and associated support missions. As a result, Masters, officers, crewmembers, and other individuals who are embarked on such vessels for Owner's purposes, including but not limited to subcontractors, are considered Contractor personnel performing mission essential services under DODI 3020.37, November 6, 1990, (Change 1, January 26, 1996), and are subject to the following:

- (a) Masters, officers, crewmembers and other individuals, as described above, who are embarked on any vessel(s) subject to this Charter shall be medically pre-screened, and issued or given prophylactic and medical countermeasures, including immunizations, in accordance with COMSC policy. Owner shall ensure that all Masters, Officers, crewmembers, and other individuals embarked on any vessel(s) subject to this Charter comply with all such prophylactic and medical countermeasures, including all immunization requirements in effect or made during the period of this Charter, including any options or extensions. Notification of the requirements pursuant to this section shall be provided to Owner by the Contracting Officer.
- (b) When prophylactic and medical countermeasures, including immunizations are required pursuant to this clause, Owner shall provide notification, as directed by the Contracting Officer, of the immunization status of all embarked personnel within 24 hours of fixture or award. Further, at any time during the contract period, the immunization status of any relief personnel scheduled to board the vessel(s) is required no later than 96 hours prior to the personnel change, unless authorized otherwise by the Contracting Officer.
- (c) Any Master, officer, crewmember or other individual who refuses to comply with any prophylactic or medical countermeasure requirement, including any immunization requirement, or any policy concerning the use of said prophylactic or medical countermeasure, or who for medical, personal, religious or any other reason declines or is ineligible to take or use a particular required immunization or other prophylactic or medical countermeasure, shall be removed by Owner from the Vessel as soon as possible, but not later than the next port call, and replaced, with an individual of equal or better qualifications who has, as applicable, the required immunization(s) or is eligible and willing to comply with the requirement. Any removal and replacement of personnel

pursuant to this clause shall be solely at Owner's expense, including, but not limited to, travel, per diem, wages and associated administrative expenses.

- (d) Crew shortages resulting from the application of this section may subject the vessel(s) to being placed off-hire.

(ak) CHANGES APPLICABLE TO FOREIGN FLAG AWARDS ONLY

- (1) II(o)(1) – next to last sentence of subparagraph (1), delete the words, “and, if required under this Charter Party (see DFARS 252.247-7025 at VIII(b)(20) concerning requirements for reflagging work in U.S. shipyards), that the Vessel shall be under U.S. flag upon delivery.”

- (2) IV(k) – delete subparagraph (4) in its entirety.

(al) INVESTIGATIONS

The Owner agrees to cooperate in any investigation conducted by the Charterer. Such cooperation shall include, but not be limited to, the production of documents and logs and making the Owner's employees available for interview.

(am) MILITARY EXTRATERRITORIAL JURISDICTION ACT

Upon award of this Contract, the Contractor shall immediately notify all contractor personnel, who are or who will be employed by, or who are or who will be accompanying, United States Armed Forces outside the continental United States (OCONUS), and who are not a host country national ordinarily resident in the host country, that such personnel, and any dependents residing with such personnel, who engage in conduct OCONUS that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States as required by the Military Extraterritorial Jurisdiction Act of 2000, Pub. L. 106-523, 114 Stat. 2488, codified at 18 U.S.C. 3261 – 3267, as implemented by DoD Instruction 5525.11, “Criminal Jurisdiction over Civilians Employed by or accompanying the Armed Forces outside the United States.”

(an) CREW LIST

The Contractor shall submit the Full Name, Billet, SSN (as applicable), Date of Birth, Birth Country, City of Birth, State of Birth, Passport Number and Nationality for all crew members to MSCDC/PM5 using the Government provided MSC/EPIC Force Protection Personnel/Crew list Submission Template to allow screening by the El Paso Intelligence Center (EPIC). The template must be filled out in its entirety by Owners and resubmitted electronically in Microsoft Excel format to the Charterer, at the following: mschq.pm5-screening.fct@navy.mil, with required information NLT 24 hours of Vessel award. Submit crewmembers as they are identified to go to the ship(s). When a crew member is replaced, only submit that crewmember instead of submitting the entire crew list again when the new

crewmember is submitted. All new personnel must be screened at the beginning of the hiring process prior to being sent to the ship. All personnel shall be resubmitted and re-screened upon a change in contract or Contractor, upon transfer from one ship to another, and once in each 12-month period. A similar procedure shall be followed for all other Contractor personnel for whom unescorted access to the ships is required. MSC PM5 will notify the Contractor of any anomalous screening results requiring further action or investigation. E-mails containing the Microsoft Excel attachment shall be written as follows:

- Subject line format is as follows: FOUO - PRIVACY SENSITIVE - EPIC – PM5 - NAME of SHIP - CREW or NON-CREW
- Body of e-mail is to begin and end as follows: FOR OFFICIAL USE ONLY - PRIVACY SENSITIVE. ANY MISUSE OR UNAUTHORIZED DISCLOSURE MAY RESULT IN BOTH CIVIL AND CRIMINAL PENALTIES
- Submitter's name, company, address, and telephone number must be included in the e-mail. Scanned lists are unacceptable. Additionally, if there is a scheduled crew change or rotation of any percentage of such, the above information is to be provided 4 working days prior to the change.
- The Microsoft Excel attachment shall be password protected using the Microsoft password option. The password will be provided by MSCDC N34. Access to personal information by contractor employees shall be on a need to know basis. To obtain the password, contact either Bruce Belden, 202-685-5378, bruce.belden@navy.mil or Lance Murray, 202-685-5139, lance.a.murray@navy.mil.
- A Microsoft attachment can be password protected as follows: Open the template (spreadsheet) and click on Tools and then Options. In the Options drop down menu, click on Security. Then enter the password and click on OK. Then you will be asked to re-enter the password. Password is case sensitive.

Any delay resulting from Owner's failure to provide the information in paragraph (1), above, within the prescribed time frames shall result in a corresponding increase in the time afforded to Charterer to accept delivery of the Vessel.

Additionally, if there is a scheduled crew change or rotation of any percentage of such, the above information is to be provided at least 96 hours prior to the change.

(ao) BONUSES

- (1) The delivery ballast bonus identified in Box 18 is in consideration of the Vessel's timely delivery and loading at the port, place, or range stipulated in Box 2 of this Charter, said Vessel having positioned there in ballast from the area identified elsewhere in Part I.
- (2) Charterer shall have the unilateral right to change the delivery port or place once or more often, always consistent with Box 2.
- (3) Should Charterer order Vessel to deliver at a port or place other than that intended in Box 2, and should said change necessitate a ballast passage either shorter or longer than originally contemplated, the bonus shall be adjusted. This adjustment shall be

proportionate to the change in ballast distance, expressed as a percentage variation describing the difference between the ballast distance run and the ballast distance originally contemplated.

- (4) The redelivery ballast bonus identified in Box 18 is in consideration of the necessity to reposition the Vessel in ballast to its customary trading range after its redelivery at the port, place or range stipulated in Box 3 of this Charter.
- (5) Charterer shall have the unilateral right to change the redelivery port or place once or more often, always consistent with Box 3.
- (6) Should Charterer order Vessel to redeliver at a port or place other than that intended in Box 3, and should said change necessitate a ballast passage either shorter or longer than originally contemplated, the bonus shall be adjusted. This adjustment shall be proportionate to the change in ballast distance, expressed as a percentage variation describing the difference between the ballast distance run and the ballast distance originally contemplated.
- (7) Unless otherwise agreed, the delivery ballast bonus shall be considered earned upon acceptance of Vessel by Charterer and the redelivery ballast bonus shall be considered earned upon redelivery of Vessel to the Owner.
- (8) In the event a follow-on contract is awarded in direct continuation of this Contract, the Owner shall not be entitled to a ballast/redelivery bonus under this Contract and any bonus or other cost delineated herein for redelivery of the Vessel shall be voided.

(ap) NO-COST CANCELLATION

If it shall become clear to Owner that the Vessel will be delayed in arrival beyond the cancelling date identified in Box 5, the Owner may, at the earliest 72 hours before the Vessel is due to sail for the delivery port, ask the Charterer in writing whether the right to cancel will be exercised. Upon receipt of such written notice, the Charterer shall, within 96 hours thereafter, exercise one of the following actions:

- (1) This Charter may be cancelled at no cost whatsoever to either party and the parties shall be relieved of any and all further responsibilities thereunder; or
- (2) The canceling date may be extended to a date mutually agreed, and all other terms and conditions of this Charter shall continue in full force and effect.

(aq) ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Military Sealift Command via a secure data

collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities
- (3) Y, Construction of Structures and Facilities;
- (4) S, Utilities ONLY; and
- (5) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

PART V - ADDTNL REQUIREMENTS

PART V. TANKER TIME ADDITIONAL CONTRACT REQUIREMENTS (AS APPLICABLE) (Addendum to FAR 52.212-4)

Unless specifically referenced in Box 6, the paragraphs that follow do not apply to this Charter Party:

(a) SECURITY CLEARANCE

The Owner warrants that the Vessel shall comply with all administrative requirements, including the necessary investigative actions required by the Government to obtain a Government facilities clearance for the Vessel and any other facilities necessary to carry out the terms of the Contract. The Contractor shall submit, in a timely manner, information requests for clearances to ensure the corporate officers and at least the Master, Chief Mate, and one additional officer (deck or engineering) of the Vessel are cleared to receive information up to and including SECRET.

(b) COMMUNICATIONS EQUIPMENT

In addition to equipment required by the USCG, Vessel shall be equipped during the currency of this Charter with the following minimum communications capability with the Contractor further agreeing to install additional radio crystals as may later be required by the Charterer:

- (i) A radiotelegraph station as outlined in Subpart Q, Part 80, of the Federal Communications Commission (FCC) Rules and Regulations as evidenced by a current Cargo ship Safety Radiotelegraphy Certification and/or FCC Station License.

- (ii) One radio receiver, high frequency, minimum frequency range 2-24 MHz, A-1/A-2/A-3j emission (separate from main receiver).
- (iii) One HF radiotelephone transmitter/receiver: Minimum frequency range 2-30 MHz, 2.8 A-3j emission. Synthesized frequency control for all marine band frequencies (minimum transmitter RF power output 250 watts).
- (iv) HF radioteletype transmit/receive system (F1 emission) with selective calling device (SELCALL) and error correction device (SITOR) installed in the system. Minimum frequency range 2-30 MHz and minimum transmitter RF power output 300 watts (DC Lineal Scale).
- (v) International Maritime Satellite (INMARSAT) system with bridge voice remote unit. INMARSAT communications equipment must be in good operating condition for linkage with worldwide INMARSAT system.
- (vi) One Telefacsimile machine linked into the SATCOM or INMARSAT system.
- (vii) Computer/modem hook up to INMARSAT compatible with MSC e-mail.

NOTE: The above requirements are not intended to restrict the utilization of the installed radio equipment for normal communications on other assigned or required frequencies.

(c) NAVIGATIONAL EQUIPMENT

- (1) In addition to equipment required by the USCG, the Vessel shall be equipped upon delivery with the following navigational equipment:
 - (i) Two radars (one 10 cm, one 3 cm), one of which is Automatic Radar Plotting Aids (ARPA) capable
 - (ii) Global Positioning System (GPS)
 - (iii) Gyro Compass
 - (iv) Automatic Steering Device
 - (v) Fathometer
 - (vi) Speedlog
 - (vii) Weather facsimile

(d) FUEL MONITORING

- (1) A computer-generated reporting system, which monitors daily fuel oil consumption, shall be installed. At a minimum, the reporting system will show the following (automated to maximum extent practicable):
 - (i) Daily fuel oil consumption
 - (ii) Speed made good over the ground
 - (iii) Speed made good through the water

- (iv) Average propeller RPM per day
 - (ii) Vessel draft
 - (iii) Sea and weather states
 - (iv) Length of Day (e.g., 23, 24, 25 hours)
- (2) At the end of each voyage/passage, the Contractor shall submit a summary giving the total time at sea, total distance steamed, total average speed, and total fuel consumed for the passage.
- (3) The fuel oil monitoring/reporting system shall record on a daily and quarterly basis as described above. Reports and data collected by the system shall be submitted quarterly to the address provided by the Contracting Officer. The Contractor shall provide the data via e-mail and on a CD ROM compatible with MS Word and Excel. The submission shall include the file path/directory of the CD and the definition of the data elements in the file.
- (4) The Contractor shall include a statement certifying the accuracy of the data contained therein as a true and exact copy of Vessel deck and engine logbooks with the quarterly fuel oil report.

(e) TIME CHARTER WAR RISK COVERAGE

Under the authority of 46 U.S.C. App. 1285, the U.S. Maritime Administration (MARAD) will furnish the following war risk insurance coverages, which will be effective during the Vessel's transit during this Charter of areas currently excluded under commercial marine insurance war risk trading warranties.

- (1) War Risk Hull Coverage, insured at the hull value stated in Vessel's current commercial hull and increased-value policies effective on Charter Party date, a copy of which current hull policies shall be furnished to the Charterer;
- (2) War Risk Protection and Indemnity coverage, insured at a value of either: (i) one-hundred fifty percent of the hull value stated in Vessel's current commercial hull policy effective on Charter Party date; or (ii) USD 50 million, whichever is greater, but in no event exceeding that amount of commercial P&I cover which was in effect for the Vessel on Charter Party date;
- (3) War Risk Blocking and Trapping Coverage;
- (4) War Risk Second Seamen's Coverage, the principal sum of which shall be USD 200,000 per Master, Officer, or crewmember (this is also loss-of-life benefit).
- (5) War Risk Loss-of-Hire coverage, if a commercial loss-of-hire policy was in effect on the Vessel on Charter Party date. The sum insured by this policy, including the amount of lost time that is covered, will be equivalent to the levels insured by the Vessel's commercial policy. However, the amount insured by this policy will in no event exceed

the hire rate (effective under this Charter Party when the loss of time began), over a maximum duration of 90 days lost. This maximum amount will be further subject to a deductible equivalent to that in place under the Vessel's commercial policy.

- (6) Terms of coverage above referenced to be in accordance with MARAD policies issued pursuant to the authority of 46 U.S.C. App. 1285 as approved by the Contracting Officer, in the form of Policy set forth in 46 CFR 308, as such form is amended.
- (7) The Contractor shall provide, as a minimum, a Certificate of Insurance evidencing types and levels of insurance held. If requested by Contracting Officer, the Contractor shall provide a copy of above-mentioned policies with endorsements.
- (8) Notwithstanding any other provision of this Charter Party, all other insurance shall be for Contractor's account.

(f) AUTOMATED EXTERNAL DEFIBRILLATOR (AED)

- (1) Subject to the requirements of paragraph (2) below, the Contractor shall provide at least one Automated External Defibrillator (AED) unit. Unless otherwise specified in Box 6, all AEDs must be FDA approved and be suitable for shipboard use. The Vessel's Medical Department Representative must be trained to operate and maintain the AED.
- (2) The Contractor shall provide sufficient AEDs, stored in a location ready for use, to ensure that response time to shipboard medical emergencies does not exceed five minutes from any location on the Vessel. AEDs shall be stored in a location that is accessible to trained rescuers.

(g) STACK COLORS

The Vessel's stack shall be marked with the MSC colors upon delivery.

(h) CREW APPEARANCE

The Contractor shall ensure that the appearance, dress, and behavior of the Officers and Crew is a credit to the Government. Accordingly, the Contractor shall establish and enforce appropriate dress and grooming standards (i.e. khakis or white coveralls for officers and dark blue for unlicensed crew members, in order to distinguish officers from crew and to facilitate the identification of non-crew members).

(i) RESERVED

(j) BOTH TO BLAME

To the extent not inconsistent with U.S. law, the following shall apply:

- (1) If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect, or default of the Master, mariner, pilot, or servants in the navigation or in the management of the Vessel, the Charterer shall indemnify Owner against all loss or liability to the other or non-carrying ship or her owners insofar as such loss or liability represents loss of or damage to, or any claims whatsoever of the Charterer, paid or payable by the other or non-carrying ship or her owners to the Charterer and/or owners of the cargo and set off, recouped, or recovered by the other or non-carrying ship or her owners as part of their claim against the Vessel or Owner.
- (2) The foregoing provisions shall also apply where the owners/operators or those in charge of any ship or ships or objects other than, or in addition to the colliding ships or object are at fault in respect of a collision or contact, stranding, or other accident.

(k) TUGS AND BARGES

- (1) Construction. All references in this Charter Party to "Vessel" shall be deemed to refer to the Tug and Barge chartered hereunder, unless the context clearly precludes such a reading.
- (2) Affreightment. This Charter is deemed to be for the purpose of affreightment and is not a towage contract.
- (3) COGSA. COGSA shall apply to this Charter as specified at II(j) (Risk of Loss). A barge will not be deemed a "package" thereunder. All cargo in barges will be deemed stowed underdeck for purposes of application of COGSA.

(l) CONTRACTOR SECURITY (CS) – DEC 2012

1. **CONTRACTOR SECURITY**. The Government requires the Contractor to furnish armed Contractor Security (CS) with a minimum of four (4) persons. The Contractor shall provide the team makeup for approval by the Government prior to award and the team shall be onboard during the duration of the voyage(s)/charter period under this Contract. Contractor WILL PROVIDE government-approved firearms and ammunition for the CS as described below (as well as any body armor, tactical communications systems, or protective equipment for their use), and is responsible for delivery to and retrieval from the Vessel of these items. Contractor will provide berthing and victuals for the CS in accordance with the terms of this Contract.
2. **THREAT INFORMATION**. CS personnel will provide security on the Vessel against threats to the Vessel, its crew, and DoD military cargo on board. In particular, CS personnel must be prepared to defend against pirates or terrorists who may use 2 to 20 small vessels, and simultaneously attack both sides of the Vessel, while armed with automatic weapons and rocket propelled grenades. The CS must also be prepared to defend against suicide-bomber attacks by persons using vessel-borne improvised explosive devices.

3. **PERMISSION FROM VESSEL'S FLAG STATE (NON-U.S. FLAG).** The Contractor will advise the Contracting Officer in writing at least 96 hours before the Vessel is scheduled to sail that it has confirmed with the Vessel's flag state (for a flag other than the U.S.) that embarkation of armed CS for the purposes stated in the Contract are not in violation of flag state law.
4. **RULES FOR USE OF FORCE & LEGAL COMPLIANCE.** The standing rules of engagement applicable to U.S. military members are not applicable to CS personnel. When using force, to include deadly force, CS personnel will at a minimum comply with the use of force rules found in DoD Directive 5210.56 (particularly enclosure 2 thereto), the warning shot guidance in unclassified paragraph 4 c of enclosure M to CJCSI 3121.01B of 13 June 2005, and the most current MSC message on the Rules for the Use of Force by MSC Mariners, currently ALMSC message 018/12 of 261809Z SEP 2012. The Contractor shall request copies of this guidance from the Contracting Officer if they do not have it. The Contractor, any subcontractor providing CS services, and CS personnel are solely responsible for compliance with applicable local laws (to include the law of the flag state of the Vessel) and international treaties, which may further limit the force they may lawfully use. Additional relevant information is contained in the CONTRACT SECURITY (CS) ACKNOWLEDGMENT section below. Contractor shall immediately report any discharge of weapon(s) or use of force by CS personnel to the ship's Master, Contracting Officer, and the MSC Area Commander, and shall cooperate with and ensure that CS personnel cooperate with any investigation of the incident by MSC, U.S. Navy, DoD, or other U.S. Government agency.
5. **CONTRACTOR'S FIREARMS LIST & GOVERNMENT APPROVAL.**
 - a. The CS shall be armed with firearms and ammunition furnished to the CS by the Contractor or subcontractor(s), and delivered to the ship and retrieved from the ship by the Contractor or subcontractor(s).
 - b. These firearms shall include, at a minimum, one semi-automatic or fully automatic rifle in either 5.56 or 7.62 caliber for each team member. The Contractor shall provide a list of firearms and ammunition for approval by the Government prior to award. Only firearms and ammunition that have been approved by the Government may be used by the CS.
 - c. At least 96 hours before the vessel is scheduled to sail, Contractor shall provide the Contracting Officer with a written list of the number and type of firearms that the CS will be armed with. Information shall include general description of type of weapon (i.e., semi-automatic rifle or fully automatic rifle), make, model number, and caliber of weapon. The Government approves only military-style full metal jacket ammunition for firearms used by the CS. Contractor will state in its Firearms List that "only military-style full metal jacket ammunition will be supplied to and used by the CS."

- d. At least 24 hours before the Vessel is scheduled to sail, the Contracting officer will advise the Contractor in writing of the firearms that have been approved for use on the Vessel.
6. CONTRACT SECURITY (CS) ACKNOWLEDGMENT, SECURITY SCREENING, & GOVERNMENT AUTHORIZATION TO BEAR ARMS.
- a. At least 96 hours before the ship is scheduled to sail, Contractor will provide the Contracting Officer with the “CONTRACT SECURITY (CS) ACKNOWLEDGMENT” (discussed below), and necessary information for MSC security screening, which must be completed for prospective CS personnel.
 - b. At least 24 hours before the vessel is scheduled to sail, the Contracting Officer will advise the Contractor of the names of those CS personnel who are authorized to be armed for service on the Vessel. This will occur after the Contracting Officer has received a timely copy of the CS Acknowledgment, and other necessary information from the Contractor (at least 96 hours before the Vessel is scheduled to sail) to permit MSC security screening, which must be completed for prospective CS personnel.
7. WRITTEN CONTRACT SECURITY (CS) ACKNOWLEDGMENT OF CONTRACTOR, SUBCONTRACTOR(S), & CS PERSONNEL.
- a. Contractor, the subcontractor(s) providing CS services (if applicable), and all CS personnel will sign a CS ACKNOWLEDGMENT that the Contractor will provide to the Contracting Officer at least 96 hours before the Vessel is scheduled to sail. The Contractor is responsible for the proper submission of the CS Acknowledgment by Contractor, subcontractor(s), and CS personnel.
 - b. The CS Acknowledgment to the Contracting Officer will state that:

CONTRACT SECURITY (CS) ACKNOWLEDGMENT

The undersigned Contractor, CS subcontractor(s) (if any), and CS personnel AFFIRM by their signatures (along with their printed names and dates of signature) at the bottom of this Acknowledgment, that they have read and understand the contents of this Acknowledgment, have truthfully provided any required information, and will comply with all requirements contained in this Acknowledgment.

- (1) CS personnel have been briefed by the Contractor or CS subcontractor(s) and understand they will provide security on the Vessel and defend against threats to the Vessel, its crew, and DoD military cargo on board. In particular, CS personnel must be prepared to defend against pirates or terrorists who may use 2 to 20 small vessels, and simultaneously attack both sides of the Vessel, while armed with automatic weapons and rocket propelled grenades. The CS must also be prepared to defend against suicide-bomber attacks by persons using vessel-borne improvised explosive devices.

- (2) Unlawful or otherwise improper use of force may subject the Contractor, subcontractor(s), and their employees (including CS personnel) to criminal prosecution and/or civil liability under U.S., local, or international law.
- (3) CS personnel have been briefed by the Contractor or CS subcontractor and understand limitations on the use of force. In particular:
 - (a) The standing rules of engagement applicable to U.S. military members are not applicable to CS personnel. When using force, to include deadly force, CS personnel will at a minimum comply with the use of force rules found in DoD Directive 5210.56 (particularly enclosure 2 thereto), the warning shot guidance in unclassified paragraph 4 c of enclosure M to CJCSI 3121.01B of 13 June 2005, and the most current MSC message on the Rules for the Use of Force by MSC Mariners, currently ALMSC message 018/12 of 261809Z SEP 2012. The Contractor shall request copies of this guidance from the Contracting Officer if the Contractor does not have it;
 - (b) The Contractor, any subcontractor(s) providing CS services, and CS personnel are solely responsible for compliance with applicable local laws (to include the law of the flag state of the Vessel) and international treaties, that may further limit the force they may lawfully use; and
 - (c) CS personnel may use deadly force for the defense of persons OTHER than themselves, the vessel's crew, or U.S. DoD personnel in the vicinity, only when this is directly related to the assigned mission of providing security for the Vessel, its crew, and DoD cargo on board, but the CS shall nevertheless comply with local law (to include the law of the flag state of the Vessel) and international law, if they prohibit use of force for this purpose.
- (4) CS personnel will only use U.S. government-approved firearms and ammunition. These government-approved firearms and ammunition, as well as any body armor, tactical communications systems, or protective equipment, will be furnished to the CS by the Contractor or CS subcontractor(s), who are responsible for delivery to and retrieval from the Vessel of these items. The Contracting Officer will provide notice of the Government's approval of particular weapons to the Contractor. Only military-style full metal jacket ammunition is approved by the Government for use in CS firearms.
- (5) Contractor and subcontractor(s) acknowledge that the background and qualifications of CS personnel have been investigated and these personnel are not prohibited under U.S. law to possess firearms.
- (6) CS personnel have properly filled out and signed DD FORM 2760 (**QUALIFICATION TO POSSESS FIREARMS OR AMMUNITION**) and MSC SUPPLEMENT TO DD FORM 2760. Contractor shall provide copies of these completed forms to the Contracting Officer with the CS Acknowledgment.
- (7) CS personnel shall each carry a copy of the contracting officer's written communication that authorizes them to be armed with government-approved firearms for service on the CS.

- (8) Authorization for CS personnel to use firearms may be revoked for non-compliance with established rules for the use of force.
- (9) CS personnel are currently qualified to use the specified Contractor/subcontractor-furnished and government-approved firearms and will not be issued any weapons that they have not qualified with (the date and types of official military or police firearms qualification standards that individual CS personnel are in compliance with are set forth below under each of their printed names).

PART VI - FAR 52.212-6

PART VI. FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (SEP 2013)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this Contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
☐ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
 - (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
 - (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
[Contracting Officer check as appropriate.]
- ☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
 - ☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
 - ☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).
 - ☒ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).
 - ☐ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).
 - ☒ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (31 U.S.C. 6101 note).

- ☒ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- ☐ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Public Law 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
- ☐ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- ☒ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- ☐ (11) [Reserved]
- ☐ (12) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Nov 2011).
- ☐ (iii) Alternate II (Nov 2011).
- ☐ (13) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-7.
- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☒ (14) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (15) (i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637 (d)(4).)
- ☐ (ii) Alternate I (Oct 2001) of 52.219-9.
- ☐ (iii) Alternate II (Oct 2001) of 52.219-9.
- ☐ (iv) Alternate III (July 2010) of 52.219-9.
- ☐ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- ☐ (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- ☐ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (19) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ☐ (ii) Alternate I (June 2003) of 52.219-23.
- ☐ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- ☐ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- ☐ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- ☒ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

- ☐ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- ☒ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ☒ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- ☒ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- ☒ (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
- ☒ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ☐ (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ☐ (37) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- ☐ (ii) Alternate I (Dec 2007) of 52.223-16.
- ☒ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).
- ☐ (39) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- ☐ (40) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ☐ (ii) Alternate I (Mar 2012) of 52.225-3.
- ☐ (iii) Alternate II (Mar 2012) of 52.225-3.
- ☐ (iv) Alternate III (Nov 2012) of 52.225-3.
- ☐ (41) 52.225-5, Trade Agreements (Sep 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ☐ (42) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2303 Note).
- ☐ (44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

- ☐ (46) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☐ (47) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☒ (48) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ☐ (49) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ☐ (50) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332).
- ☐ (51) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ☐ (52) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- ☐ (ii) Alternate I (Apr 2003) of 52.247-64.

- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this Contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- ☒ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).
- ☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ☒ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ☒ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ☐ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).
- ☐ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).
- ☐ (7) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495).
- ☐ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).
- ☐ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

- (d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this Contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this Contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after

final payment under this Contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this Contract. If this Contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this Contract shall be made available until such appeals, litigation, or claims are finally resolved.

- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
 - (ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (iii) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
 - (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
 - (v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
 - (vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
 - (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
 - (viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, *et seq.*)
 - (ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
☐ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
 - (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)
 - (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)
 - (xii) 52.222-54, Employment Eligibility Verification (Jul 2012).
 - (xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

- (xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

PART VII - TERMS & CONDITIONS

PART VII. CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS

- (a) The following clause(s) apply to every contract:
 - (1) [252.203-7000](#), Requirements Relating to Compensation of Former DoD Officials (SEP 2011) (Section 847 of Pub. L. 110-181).
 - (2) [252.227-7015](#), Technical Data—Commercial Items (DEC 2011) (10 U.S.C. 2320).
 - (3) [252.227-7037](#), Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see [227.7102-4\(c\)](#)).
 - (4) [252.237-7010](#), Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84) (b) The following clauses apply to contracts that are performed completely outside of the United States:
- (b) The following clause(s) apply to contract(s) greater than \$1,000,000.00:
 - (1) [252.205-7000](#), Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- (c) The following clause(s) apply to contract(s) greater than \$500,000.00:
 - (1) [252.226-7001](#), Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- (d) The following clause(s) apply to contract(s) exceeding the simplified acquisition threshold (SAT):
 - (1) [252.225-7012](#), Preference for Certain Domestic Commodities (DEC 2012) (10 U.S.C. 2533a).
 - (2) [252.243-7002](#), Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (e) The following clause(s) apply to contract(s) awarded to a U.S. vendor:
 - (1) [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(f) The following clause(s) apply to contract(s) awarded to a U.S. flag vessel:

- (1) [252.247-7027](#), Riding Gang Member Requirements (OCT 2011) (Section 3504 of Pub. L. 110-417).

(g) The following clause(s) apply to contract(s) for which the offeror made a negative response to the inquiry in the provision at 252.247-7022, Representation of Extent of Transportation by Sea:

- (1) [252.247-7024](#), Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(h) The following clauses apply if checked:

- (1) ☐ [252.203-7003](#), Agency Office of the Inspector General (APR 2012) (section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).
- (2) ☐ [252.219-7003](#), Small Business Subcontracting Plan (DoD Contracts) (JUN 2012) (15 U.S.C. 637).
- (3) ☐ [252.219-7004](#), Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).
- (4) (i) ☐ [252.225-7001](#), Buy American and Balance of Payments Program (DEC 2012) (41 U.S.C. chapter 83, E.O. 10582).
- (ii) ☐ Alternate I (OCT 2011) of [252.225-7001](#).
- (5) ☐ [252.225-7008](#), Restriction on Acquisition of Specialty Metals (JUL 2009)(10 U.S.C. 2533b).
- (6) ☐ [252.225-7009](#), Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUN 2012) (10 U.S.C. 2533b).
- (7) ☐ [252.225-7015](#), Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (8) ☐ [252.225-7016](#), Restriction on Acquisition of Ball and Roller Bearings (JUN 2011) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).
- (9) ☐ [252.225-7017](#), Photovoltaic Devices (DEC 2012) (Section 846 of Pub. L. 111-383).
- (10) (i) ☐ [252.225-7021](#), Trade Agreements (DEC 2012) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (ii) ☐ Alternate I (OCT 2011) of [252.225-7021](#).
- (iii) ☐ Alternate II (OCT 2011) of [252.225-7021](#).
- (11) ☐ [252.225-7027](#), Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (12) ☐ [252.225-7028](#), Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (13) (i) ☐ [252.225-7036](#), Buy American—Free Trade Agreements—Balance of Payments Program (DEC 2012) (41 U.S.C. chapter 83 and 19 U.S.C. 3301 note).
- (ii) ☐ Alternate I (JUN 2012) of [252.225-7036](#).
- (iii) ☐ Alternate II (NOV 2012) of [252.225-7036](#).
- (iv) ☐ Alternate III (JUN 2012) of [252.225-7036](#).
- (v) ☐ Alternate IV (NOV 2012) of [252.225-7036](#).

- (vi) ☐ Alternate V (NOV 2012) of [252.225-7036](#).
- (14) ☐ [252.225-7038](#), Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (15) ☐ [252.225-7039](#), Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- (16) ☐ [252.227-7013](#), Rights in Technical Data—Noncommercial Items (FEB 2012), if applicable (see [227.7103-6\(a\)](#)).
- (17) ☐ [252.237-7019](#), Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
- (18) ☐ [252.246-7004](#), Safety of Facilities, Infrastructure, and Equipment For Military Operations (OCT 2010) (Section 807 of Pub. L. 111-84).
- (19) ☐ [252.247-7003](#), Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).
- (20) (i) ☐ [252.247-7023](#), Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) ☐ Alternate I (MAR 2000) of [252.247-7023](#).
- (iii) ☐ Alternate II (MAR 2000) of [252.247-7023](#).
- (iv) ☐ Alternate III (MAY 2002) of [252.247-7023](#).
- (21) ☐ [252.247-7026](#), Evaluation Preference For Use Of Domestic Shipyards — Applicable To Acquisition Of Carriage By Vessel For Dod Cargo In The Coastwise Or Noncontiguous Trade (Nov 2008)

PART VIII - ADDITIONAL CLAUSES

PART VIII. ADDITIONAL FAR, DFARS AND MSC CLAUSES

(a) FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.acquisition.gov/far/index.html>

<http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

- (b) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) clauses, which, if checked, are incorporated in this Contract by reference.

- ☒ (1) FAR 52.204-4 Printed or Copied Double-Side on Postconsumer Fiber Content Paper (MAY 2011)
- ☐ (2) FAR 52.232-18 Availability of Funds (APR 1984)
- ☒ (3) FAR 52.245-1 Government Property (APR 2012)
- ☒ (4) DFARS 252.201-7000 Contracting Officer's Representative (DEC 1991)
- ☒ (5) DFARS 252.203-7002 Requirement to Inform Employees of Whistleblower Rights (JAN 2009)
- ☐ (6) DFARS 252.204-7000 Disclosure of Information (AUG 2013)
- ☒ (7) DFARS 252.204-7003 Control of Government Personnel Work Product (APR 1992)
- ☐ (8) Reserved
- ☒ (9) DFARS 252.209-7004 Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (DEC 2006)
- ☐ (10) DFARS 252.211-7006 Passive Radio Frequency Identification (SEP 2011)
- ☒ (11) DFARS 252.215-7007 Notice of Intent to Re-solicit (JUN 2012)
- ☒ (12) DFARS 252.215-7008 Only One Offer (JUN 2012)
- ☐ (13) DFARS 252.223-7002 Safety Precautions for Ammunition and Explosives (MAY 1994)
- ☐ (14) DFARS 252.225-7040 Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States (FEB 2013)
- ☐ (15) DFARS 252.225-7043 Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (MAR 2006)
- ☒ (16) DFARS 252.225-7976 Contractor Personnel Performing in Japan (DEVIATION 2018-00019)
- ☐ (17) DFARS 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012)
- ☐ (18) DFARS 252.245-7002 Reporting Loss of Government Property (APR 2012)
- ☐ (19) DFARS 252.245-7003 Contractor Property Management System Administration (APR 2012)
- ☐ (20) DFARS 252.245-7004 Reporting, Reutilization, and Disposal (MAY 2013)
- ☒ (21) DFARS 252.247-7025 Reflagging or Repair Work (JUN 2005)

(c) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clauses which, if checked, are included in this Contract:

☒ **(1) 52.204-7 SYSTEM FOR AWARD MANAGEMENT (SAM) (JUL 2013)**

(a) Definitions. As used in this provision—

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System+4 (DUNS+4) number” means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional

System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

“Registered in the System for Award Management (SAM) database” means that—

- (1) The Offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14), into the SAM database; and
 - (2) The offeror has completed the Core, Assertions, and Representations and Certification, and Points of contact sections of the registration in the SAM database;
 - (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process.
 - (4) The Government has marked the record “Active”.
- (b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An offeror may obtain a DUNS number—
- (i) Via the internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:
- (i) Company legal business name.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company physical street address, city, state and Zip Code.
 - (iv) Company mailing address, city, state and Zip Code (if separate from physical).
 - (v) Company telephone number.
 - (vi) Date the company was started.

- (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

☐ **(2) 52.217-8 Option To Extend Services (Nov 1999).**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor anytime prior to redelivery of the Vessel.

☐ **(3) Option To Extend The Term Of The Contract (SEP 2005) Alternate I (SEP 2005)**

- (a) The Government may extend the term of this contract by written notice to the contractor anytime prior to redelivery of the Vessel. The Government may, but is not required to, give the contractor a preliminary notice of its intent to extend anytime prior to redelivery of the Vessel. The preliminary notice, if provided, does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 59 months.

☐ **(4) Reserved**

☐ **(5) Reserved**

☒ **(6) DFARS 252.232-7006 Wide Area Work Flow Payment Instructions (MAY 2013)**

- (a) *Definitions.* As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

- (b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.
- (c) *WAWF access.* To access WAWF, the Contractor shall—
- (1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and
 - (2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.
- (d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>
- (e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.
- (f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:
- (1) *Document type.* The Contractor shall use the following document type(s).
Invoice
 - (2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.
Not Applicable
 - (3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	N00033

Issue By DoDAAC	N00033
Admin DoDAAC	N00033
Inspect By DoDAAC	Leave Blank
Ship To Code	N62387
Ship From Code	Leave Blank
Mark For Code	Leave Blank
Service Approver (DoDAAC)	Leave Blank
Service Acceptor (DoDAAC)	Leave Blank
Accept at Other DoDAAC	Leave Blank
LPO DoDAAC	Leave Blank
DCAA Auditor DoDAAC	Leave Blank
Other DoDAAC(s)	Leave Blank

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) *WAWF email notifications.* The Contractor shall enter the e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

(Contracting Officer: Insert applicable email addresses or “Not applicable.”)

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact.

MSCHQ WAWF@navy.mil

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

☒ (7) **DFARS 252.232-7007 Limitation of Government’s Obligation (APR 2014)**

(a) Contract line item(s) 0001 is/are incrementally funded. For this/these item(s), the sum of (b)(4) of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For items(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract (b)(4)

Period of Performance	Dates	Date Funds will be allotted	Amount
Firm Period	01 Aug 2019 – 30 Sep 2019	12 July 2019	(b)(4)
Firm Period	01 Oct 2019 – 31 July 2020	01 Oct 2019	(b)(4)
TOTAL			(b)(4)

☒ (8) MSC SPECIFIC WIDE AREA WORKFLOW (WAWF) INSTRUCTIONS (AUG 2012)

The information contained in this instruction is supplemental to DFARS 252.232-7006. **The information contained in the table in DFARS 252.232-7006 is for WAWF purposes only. Information included in DFARS 252.232-7006 and this WAWF instruction apply only to WAWF Invoicing and WAWF Receiving Reports. Contradictory information elsewhere in this contract, e.g. Ship to DoDAAC, shall be followed per the terms and conditions of the contract.**

When entering the invoice into WAWF, the Contractor shall fill in the DoDAAC fields or DoDAAC extensions exactly as shown in the table in DFARS 252.232-7006. Fields that should not be filled in when entering the invoice into WAWF will be indicated with the direction, "Leave Blank."

In some situations the WAWF system will pre-populate the "Pay DoDAAC," "Admin By DoDAAC" and "Issue By DoDAAC." The Contractor shall verify that those DoDAACs automatically entered by the WAWF system match the information in the table in DFARS 252.232-7006. If these DoDAACs do not match, then the Contractor shall correct the field(s).

If Receiving Reports are required, ensure that the "Inspection" and "Acceptance" defaults of "destination" for both fields are not changed in the WAWF online interface.

The CLINs on the WAWF invoice shall be entered exactly as set forth in the contract document including CLIN number (e.g. 0001), Quantity (may be adjusted for actual quantity or dollar value delivered and invoiced), and Unit Price (e.g. \$1.00). The dollar amounts on each CLIN or SubCLIN on the WAWF invoice shall reflect final performance values, but in no instance can the dollar amount for each CLIN or SubCLIN exceed what is specified in the contract document. The Contractor shall bill to the lowest level, e.g., the SubCLIN level. **The Quantity and Unit of Measure fields must be filled out exactly as indicated in the CLINs and SubCLINs to reduce the possibility of the invoice being delayed or rejected during processing.**

Before closing out of an invoice session in WAWF, but after submitting the document or documents, the Contractor will be given the option to send additional email notifications by clicking on the "Send More Email Notifications" link that appears on the page. The Contractor shall click on this link and add the Technical Point of Contact's (TPOC) or Contracting Officer's Representative's (COR) email address in the first email address block and add any other additional email addresses desired in the following blocks. This additional notification to the Government is important to ensure the acceptor/receiver is aware that the invoice documents have been submitted into the WAWF system.

☒ **(9) DFARS 252.232-7010 Levies on Contract Payments (DEC 2006)**

- (a) 26 U.S.C. 6331(h) authorizes the Internal Revenue Service (IRS) to continuously levy up to 100 percent of contract payments, up to the amount of tax debt.
- (b) When a levy is imposed on a payment under this contract and the Contractor believes that the levy may result in an inability to perform the contract, the Contractor shall promptly notify the Procuring Contracting Officer in writing, with a copy to the Administrative Contracting Officer, and shall provide—
- (1) The total dollar amount of the levy;
 - (2) A statement that the Contractor believes that the levy may result in an inability to perform the contract, including rationale and adequate supporting documentation; and
 - (3) Advice as to whether the inability to perform may adversely affect national security, including rationale and adequate supporting documentation.
- (c) DoD shall promptly review the Contractor's assessment, and the Procuring Contracting Officer shall provide a written notification to the Contractor including—
- (1) A statement as to whether DoD agrees that the levy may result in an inability to perform the contract; and
 - (2)
 - (i) If the levy may result in an inability to perform the contract and the lack of performance will adversely affect national security, the total amount of the monies collected that should be returned to the Contractor; or
 - (ii) If the levy may result in an inability to perform the contract but will not impact national security, a recommendation that the Contractor promptly notify the IRS to attempt to resolve the tax situation.
- (d) Any DoD determination under this clause is not subject to appeal under the Contract Disputes Act.

PART IX - ATTACHMENTS

PART IX. ATTACHMENTS – TANKER TIME CHARTER

- (a) Attachment IX(A) - Guidelines for Full/Partial Off-Hire Percentages on Readiness Issues

Unless specifically referenced in Box 6 of Part I, the attachments that follow do not apply to this Charter Party. If specifically referenced in Box 6 of Part I, the terms of any referenced

attachments shall be incorporated into this Charter and shall, unless otherwise provided in the text of the attachment, apply with the same force and effect as any other clause of this Charter.

- (a) Attachment A - Government Furnished Property (GFP) and Directives
- (b) Attachment B - Basic Pricing Data
- (c) Attachment C - Crew Complement
- (d) Attachment D - Contract Security Classification Specification (DD Form 254)
- (e) Attachment E - Performance Work Statement (PWS)
- (f) Attachment F - Technical Evaluation Worksheet
- (g) Attachment G - ATFP_CBRD_and_Training_Requirements
- (h) Attachment H - Department of Labor Wage Determination
- (i) Attachment I - Disclosure of Lobbying Activities (SFLLL)
- (j) Attachment J - Missions Essential Contractor Services Plan (MECSP) Worksheet
- (k) Attachment K - Specs_for_CBR-D_Decon_Station
- (l) Attachment L - Decon_Station_DWG (To be provided upon request)
- (m) Reserved
- (n) Attachment N - Clarification and Question Form
- (o) Reserved
- (p) Attachment P – Shipboard Security System (SSS) Requirements
- (q) Attachment Q – MSDS for F76, JP8, JP5 and JA1

As outlined in relevant Parts VII and X below, submission of an offer requires the submission of relevant shipyard data information for all Jones Act vessels owned or controlled by the offeror.

Attachment B REV1
Basic Pricing Data

Vessel: SLNC PAX
RFP: N32205-19-R-3504

Unless otherwise specified by the offeror, the price and profit identified below will be assumed

(a) allocable to the services of the Vessels under this Charter

(b) in US dollars

(c) based upon a 365-day year

		Base Period	
		PRICE PER DAY	
1	Crew wages, etc., as itemized in Attachment C	\$	(b)(4)
2	Crew Training, not separately itemized in Attachment C	\$	
3	Victualling, stores, and water	\$	
4	Crew transportation/repatriation	\$	
5	Other crew costs (itemize at lines 5-7)	\$	
6	Uniforms	\$	
7	Crew Medical	\$	
8	Total crew-related expenses (lines 1-7 above)	\$	
9	Maintenance and repair	\$	
10	Lubricants	\$	
11	Survey and classification expenses	\$	
12	Equipment and materials	\$	
13	Capitalized costs (Vessel)	\$	
14	Depreciation (Vessel)	\$	
15	Other Vessel costs (itemize at lines 15-17)	\$	
16	Communication Costs	\$	
17	Technicians & Superintendents	\$	
18	Total Vessel costs (lines 9-17 above)	\$	
19	Protection and indemnity premia	\$	
20	Protection and indemnity deductibles paid	\$	
21	Hull and machinery premia	\$	
22	Hull and machinery deductibles paid	\$	
23	Other insurance costs (itemize at lines 23-25)	\$	
24	Charterer's Liability & Other Premia	\$	
25		\$	
26	Total insurance costs (lines 19-25 above)	\$	
27	Other (itemize at lines 27-30)	\$	
28	Commissions	\$	
29	Dry-dock Reserve	\$	
30	Bid Preparation & Other Upfront Costs	\$	
31	General and administrative expenses	\$	
32	Profit	\$	
		\$	
33	Total daily costs from above multiplied by 365	\$	
34	Days assumed off-hire per year		
35	Line 33 divided by the number of days assumed on-hire per year	\$	(b)(4)

Attachment B REV1
Basic Pricing Data

Vessel: SLNC PAX
RFP: N32205-19-R-3504

Unless otherwise specified by the offeror, the price and profit identified below will be assumed

- (a) allocable to the services of the Vessels under this Charter
- (b) in US dollars
- (c) based upon a 366-day year

		Option Period One	
		PRICE PER DAY	
1	Crew wages, etc., as itemized in Attachment C	\$	(b)(4)
2	Crew Training, not separately itemized in Attachment C	\$	
3	Victualling, stores, and water	\$	
4	Crew transportation/repatriation	\$	
5	Other crew costs (itemize at lines 5-7)	\$	
6	Uniforms	\$	
7	Crew Medical	\$	
8	Total crew-related expenses (lines 1-7 above)	\$	
9	Maintenance and repair	\$	
10	Lubricants	\$	
11	Survey and classification expenses	\$	
12	Equipment and materials	\$	
13	Capitalized costs (Vessel)	\$	
14	Depreciation (Vessel)	\$	
15	Other Vessel costs (itemize at lines 15-17)	\$	
16	Communication Costs	\$	
17	Technicians & Superintendents	\$	
18	Total Vessel costs (lines 9-17 above)	\$	
19	Protection and indemnity premia	\$	
20	Protection and indemnity deductibles paid	\$	
21	Hull and machinery premia	\$	
22	Hull and machinery deductibles paid	\$	
23	Other insurance costs (itemize at lines 23-25)	\$	
24	Charterer's Liability & Other Premia	\$	
25		\$	
26	Total insurance costs (lines 19-25 above)	\$	
27	Other (itemize at lines 27-30)	\$	
28	Commissions	\$	
29	Dry-dock Reserve	\$	
30	Bid Preparation & Other Upfront Costs	\$	
31	General and administrative expenses	\$	
32	Profit	\$	
		\$	
33	Total daily costs from above multiplied by 366	\$	
34	Days assumed off-hire per year		
35	Line 33 divided by the number of days assumed on-hire per year	\$	

Attachment B REV1
Basic Pricing Data

Vessel: SLNC PAX
RFP: N32205-19-R-3504

Unless otherwise specified by the offeror, the price and profit identified below will be assumed

- (a) allocable to the services of the Vessels under this Charter
- (b) in US dollars
- (c) based upon a 365-day year

		Option Period Two	
		PRICE PER DAY	
1	Crew wages, etc., as itemized in Attachment C	\$	(b)(4)
2	Crew Training, not separately itemized in Attachment C	\$	
3	Victualling, stores, and water	\$	
4	Crew transportation/repatriation	\$	
5	Other crew costs (itemize at lines 5-7)	\$	
6	Uniforms	\$	
7	Crew Medical	\$	
8	Total crew-related expenses (lines 1-7 above)	\$	
9	Maintenance and repair	\$	
10	Lubricants	\$	
11	Survey and classification expenses	\$	
12	Equipment and materials	\$	
13	Capitalized costs (Vessel)	\$	
14	Depreciation (Vessel)	\$	
15	Other Vessel costs (itemize at lines 15-17)	\$	
16	Communication Costs	\$	
17	Technicians & Superintendents	\$	
18	Total Vessel costs (lines 9-17 above)	\$	
19	Protection and indemnity premia	\$	
20	Protection and indemnity deductibles paid	\$	
21	Hull and machinery premia	\$	
22	Hull and machinery deductibles paid	\$	
23	Other insurance costs (itemize at lines 23-25)	\$	
24	Charterer's Liability & Other Premia	\$	
25		\$	
26	Total insurance costs (lines 19-25 above)	\$	
27	Other (itemize at lines 27-30)	\$	
28	Commissions	\$	
29	Dry-dock Reserve	\$	
30	Bid Preparation & Other Upfront Costs	\$	
31	General and administrative expenses	\$	
32	Profit	\$	
		\$	
33	Total daily costs from above multiplied by 365	\$	
34	Days assumed off-hire per year		
35	Line 33 divided by the number of days assumed on-hire per year	\$	

Attachment B REV1
Basic Pricing Data

Vessel: SLNC PAX
RFP: N32205-19-R-3504

Unless otherwise specified by the offeror, the price and profit identified below will be assumed

- (a) allocable to the services of the Vessels under this Charter
- (b) in US dollars
- (c) based upon a 365-day year

		Option Period Three	
		PRICE PER DAY	
1	Crew wages, etc., as itemized in Attachment C	\$	(b)(4)
2	Crew Training, not separately itemized in Attachment C	\$	
3	Victualling, stores, and water	\$	
4	Crew transportation/repatriation	\$	
5	Other crew costs (itemize at lines 5-7)	\$	
6	Uniforms	\$	
7	Crew Medical	\$	
8	Total crew-related expenses (lines 1-7 above)	\$	
9	Maintenance and repair	\$	
10	Lubricants	\$	
11	Survey and classification expenses	\$	
12	Equipment and materials	\$	
13	Capitalized costs (Vessel)	\$	
14	Depreciation (Vessel)	\$	
15	Other Vessel costs (itemize at lines 15-17)	\$	
16	Communication Costs	\$	
17	Technicians & Superintendents	\$	
18	Total Vessel costs (lines 9-17 above)	\$	
19	Protection and indemnity premia	\$	
20	Protection and indemnity deductibles paid	\$	
21	Hull and machinery premia	\$	
22	Hull and machinery deductibles paid	\$	
23	Other insurance costs (itemize at lines 23-25)	\$	
24	Charterer's Liability & Other Premia	\$	
25		\$	
26	Total insurance costs (lines 19-25 above)	\$	
27	Other (itemize at lines 27-30)	\$	
28	Commissions	\$	
29	Dry-dock Reserve	\$	
30	Bid Preparation & Other Upfront Costs	\$	
31	General and administrative expenses	\$	
32	Profit	\$	
		\$	
33	Total daily costs from above multiplied by 365	\$	
34	Days assumed off-hire per year		
35	Line 33 divided by the number of days assumed on-hire per year	\$	

Attachment B REV1
Basic Pricing Data

Vessel: SLNC PAX
RFP: N32205-19-R-3504

Unless otherwise specified by the offeror, the price and profit identified below will be assumed

- (a) allocable to the services of the Vessels under this Charter
- (b) in US dollars
- (c) based upon a 334-day year

		Option Period Four	
		PRICE PER DAY	
1	Crew wages, etc., as itemized in Attachment C	\$	(b)(4)
2	Crew Training, not separately itemized in Attachment C	\$	
3	Victualling, stores, and water	\$	
4	Crew transportation/repatriation	\$	
5	Other crew costs (itemize at lines 5-7)	\$	
6	Uniforms	\$	
7	Crew Medical	\$	
8	Total crew-related expenses (lines 1-7 above)	\$	
9	Maintenance and repair	\$	
10	Lubricants	\$	
11	Survey and classification expenses	\$	
12	Equipment and materials	\$	
13	Capitalized costs (Vessel)	\$	
14	Depreciation (Vessel)	\$	
15	Other Vessel costs (itemize at lines 15-17)	\$	
16	Communication Costs	\$	
17	Technicians & Superintendents	\$	
18	Total Vessel costs (lines 9-17 above)	\$	
19	Protection and indemnity premia	\$	
20	Protection and indemnity deductibles paid	\$	
21	Hull and machinery premia	\$	
22	Hull and machinery deductibles paid	\$	
23	Other insurance costs (itemize at lines 23-25)	\$	
24	Charterer's Liability & Other Premia	\$	
25		\$	
26	Total insurance costs (lines 19-25 above)	\$	
27	Other (itemize at lines 27-30)	\$	
28	Commissions	\$	
29	Dry-dock Reserve	\$	
30	Bid Preparation & Other Upfront Costs	\$	
31	General and administrative expenses	\$	
32	Profit	\$	
		\$	
33	Total daily costs from above multiplied by 334	\$	
34	Days assumed off-hire per year		
35	Line 33 divided by the number of days assumed on-hire per year	\$	

Attachment B REV1
Fuel Consumption Data

Vessel: SLNC PAX
RFP: N32205-19-R-3504

Offeror Instructions: Fill in the "Metric Tons/day" used by the vessel proposed, as applicable. Select "Fuel Type" from the drop down menu in the list below. If more than one fuel type is burned either underway or in-port please use extra rows provided.

Box #	Description	# Days	Metric Tons/day	Fuel Type	Price per Metric Ton	Total
89	Fuel Underway (laden)	850	(b)(4)	(b)(4)	611.21	\$ (b)(4)
	Other Fuel Type (if necessary)					
90	Fuel Underway (ballast)	415	(b)(4)	(b)(4)	611.21	\$ (b)(4)
	Other Fuel Type (if necessary)					
92	In-Port Loading	396	(b)(4)	(b)(4)	971.12	\$ (b)(4)
	Other Fuel Type (if necessary)					
92	In-Port Discharging	317	(b)(4)	(b)(4)	971.12	\$ (b)(4)
	Other Fuel Type (if necessary)					\$ -
					TOTAL:	(b)(4)

Notes:

Fuel consumption calculations will be made using the following Defense Logistics Agency – Energy (DLA-E) standard prices and appropriate fuel conversion factors. The rates to be used are as follows:

MGO/MDO: (1) \$971.12 per metric ton
IFO-180: (2) \$616.70 per metric ton
IFO-380: (3) \$611.21 per metric ton

TOTAL EVALUATED PRICE

PER DIEM

	DAILY CHARTER HIRE RATE	# OF DAYS	TOTAL PER DIEM/PERIOD
BASE PERIOD	\$ (b)(4)	365	\$ (b)(4)
OPTION 1	\$	366	\$
OPTION 2	\$	365	\$
OPTION 3	\$	365	\$
OPTION 4	\$	334	\$
FAR 52.217-8 Option	\$	183	\$
<u>TOTAL EVALUATED FUEL</u>			\$

PORT CHARGES DIFFERENTIAL

N/A

DELIVERY BONUS (IF ANY) - TO BE
PROPOSED BY THE OFFEROR

REDELIVERY BONUS (IF ANY) - TO BE
PROPOSED BY THE OFFEROR

\$ -

TOTAL EVALUATED PRICE

\$ (b)(4)

ATTACHMENT IX(C)										
CREW COMPLIMENT										
RFP N32205-19R-3504 (Base)		Vessel: SLNC PAX								
Crew Complement: (billet, number of positions, and US dollar per day, rounded to the nearest whole dollar)*										
Rating	Manning Scale	Actual Complement	Base Wage	Overtime	Pension/Welfare	Vacation	Training	Payroll Taxes	Other	Total
DECK										
Master		(b)(4)								
Ch Mate		(b)(4)								
2nd Mate		(b)(4)								
3rd Mate		(b)(4)								
AB		(b)(4)								
		(b)(4)								
Deck Totals		(b)(4)								
ENGINE										
Ch Eng		(b)(4)								
1st Eng		(b)(4)								
2nd Eng		(b)(4)								
3rd Eng		(b)(4)								
Pumpman		(b)(4)								
Electrician		(b)(4)								
Oiler		(b)(4)								
		(b)(4)								
Engine Totals		(b)(4)								
STEWARD										
Steward		(b)(4)								
Chief Cook		(b)(4)								
		(b)(4)								
Steward Totals		(b)(4)								
OTHER										
										-
Other Totals	0	0	-	-	-	-	-	-	-	-
Overall Totals		(b)(4)								
*Wages/Fringes must be compliant wit the Service Contract Act										

ATTACHMENT IX(C)										
CREW COMPLIMENT										
RFP N32205-19R-3504 (Option Period 1) Vessel: SLNC PAX										
Crew Complement: (billet, number of positions, and US dollar per day, rounded to the nearest whole dollar)*										
Rating	Manning Scale	Actual Complement	Base Wage	Overtime	Pension/Welfare	Vacation	Training	Payroll Taxes	Other	Total
DECK										
Master		(b)(4)								
Ch Mate										
2nd Mate										
3rd Mate										
AB										
Deck Totals										
ENGINE										
Ch Eng		(b)(4)								
1st Eng										
2nd Eng										
3rd Eng										
Pumpman										
Electrician										
Oiler										
Engine Totals										
STEWARD										
Steward		(b)(4)								
Chief Cook										
Steward Totals										
OTHER										
Other Totals>		0	0	-	-	-	-	-	-	-
Overall Totals>		(b)(4)								
*Wages/Fringes must be compliant wit the Service Contract Act										

ATTACHMENT IX(C)										
CREW COMPLIMENT										
RFP N32205-19R-3504 (Option Period 2) Vessel: SLNC PAX										
Crew Complement: (billet, number of positions, and US dollar per day, rounded to the nearest whole dollar)*										
Rating	Manning Scale	Actual Complement	Base Wage	Overtime	Pension/Welfare	Vacation	Training	Payroll Taxes	Other	Total
DECK										
Master		(b)(4)								
Ch Mate										
2nd Mate										
3rd Mate										
AB										
Deck Totals										
ENGINE										
Ch Eng		(b)(4)								
1st Eng										
2nd Eng										
3rd Eng										
Pumpman										
Electrician										
Oiler										
Engine Totals										
STEWARD										
Steward		(b)(4)								
Chief Cook										
Steward Totals										
OTHER										
Other Totals>	0	0	-	-	-	-	-	-	-	-
Overall Totals>		(b)(4)								
*Wages/Fringes must be compliant wit the Service Contract Act										

ATTACHMENT IX(C)										
CREW COMPLIMENT										
RFP N32205-19R-3504 (Option Period 3) Vessel: SLNC PAX										
Crew Complement: (billet, number of positions, and US dollar per day, rounded to the nearest whole dollar)*										
Rating	Manning Scale	Actual Complement	Base Wage	Overtime	Pension/Welfare	Vacation	Training	Payroll Taxes	Other	Total
DECK										
Master		(b)(4)								
Ch Mate										
2nd Mate										
3rd Mate										
AB										
Deck Totals										
ENGINE										
Ch Eng		(b)(4)								
1st Eng										
2nd Eng										
3rd Eng										
Pumpman										
Electrician										
Oiler										
Engine Totals										
STEWARD										
Steward		(b)(4)								
Chief Cook										
Steward Totals										
OTHER										
										-
										-
										-
Other Totals>	0	0	-	-	-	-	-	-	-	-
		(b)(4)								
Overall Totals>										
*Wages/Fringes must be compliant wit the Service Contract Act										

ATTACHMENT IX(C)										
CREW COMPLIMENT										
RFP N32205-19R-3504 (Option Period 4) Vessel: SLNC PAX										
Crew Complement: (billet, number of positions, and US dollar per day, rounded to the nearest whole dollar)*										
Rating	Manning Scale	Actual Complement	Base Wage	Overtime	Pension/Welfare	Vacation	Training	Payroll Taxes	Other	Total
DECK										
Master		(b)(4)								
Ch Mate										
2nd Mate										
3rd Mate										
AB										
Deck Totals										
ENGINE										
Ch Eng		(b)(4)								
1st Eng										
2nd Eng										
3rd Eng										
Pumpman										
Electrician										
Oiler										
Engine Totals										
STEWARD										
Steward		(b)(4)								
Chief Cook										
Steward Totals										
OTHER										
										-
										-
										-
Other Totals>	0	0	-	-	-	-	-	-	-	-
Overall Totals>		(b)(4)								
*Wages/Fringes must be compliant wit the Service Contract Act										

CLASSIFICATION (When filled in):

**DEPARTMENT OF DEFENSE
CONTRACT SECURITY CLASSIFICATION SPECIFICATION**

(The requirements of the National Industrial Security Program (NISP) apply to all security aspects of this effort involving classified information.)

OMB No. 0704-0567
OMB approval expires:
October 31, 2020

(b)(4)



CLASSIFICATION (When filled in):

(b)(4)

CLASSIFICATION (When filled in):

(b)(4)

CLASSIFICATION (When filled in):

(b)(4)



N32205-19-R-3504 Attachment F: TECHNICAL OFFER WORKSHEET

PWS LOCATION	REQUIREMENT	OFFEROR'S PROPOSAL (Box/Page #)
1.a	TANKTIME Charter Boxes (excluding Boxes 13-18)	(b) (4)
1.b	Attachment F: Technical Evaluation Worksheet	
1.c	General Arrangement Plan (ship's capacity and stowage plans)	
1.d	USCG, ABS, IACS current certificates	
1.e	QMS certification	
1.f	Offeror's Warranty Statement to meet contract requirements	
1.g	Offeror's Warranty Statement to meet the classified requirement	
1.h	Vessel's current Q-88	
1.i	Vessel's recent SIRE report	
1.j	Offeror's Warranty Statement confirming acceptances by oil terminals	
1.k	Offeror's Warranty Statement confirming vessel's current acceptance	
1.l	Vessel oil vetting	
1.m	Vessel's Age	
1.n	Vessel's LOA	
1.o	Vessel's maximum manifold height	
1.p	Vessel's maximum DWT	
1.q	Offeror's confirmation of vessel's double hull	
1.r	Offeror's confirmation of vessel's SBT	
1.s	Offeror's confirmation of vessel's IGS	
1.t	Vessel's current SMC	
1.u	Vessel's current ISSC	
1.v	Vessel's stowage plan loading 40,000 bbls of JP5, JP8, or F76	
1.w	Vessel's stowage plan loading 33,000 bbls of JP5, JP8, or F76	
1.x	Offeror's confirmation vessel has cargo segregation capability	
1.y	Vessel's boom lifting capacity	
1.z	Vessel's rail at manifold height	
1.aa	Offeror's confirmation for vessel to machine wash tanks	
1.bb	Offeror's confirmation for vessel to perform cargo operations pier side	
1.cc	Vessel's mooring lines	
1.dd	Vessel's SOA	

PWS LOCATION	REQUIREMENT	OFFEROR'S PROPOSAL (Box/Page #)
1.ee	Offeror's warranty for vessel's laydays	(b) (4)
1.ff	Offeror's warranty for bunkers	
1.gg	Offeror's warranty for undecanted tank washing	
1.hh	Offeror's warranty for hot washing	
1.ii	Offeror's warranty for gas-free and ready for tank inspections	
1.jj	Offeror's warranty for copper free piping etc.	
1.kk	Offeror's warranty of vessel's heating coils and last pressure tested date	
1.ll	Vessel's cargo tanks coating	
1.mm	Vessel's last three cargoes carried certificates of quality	
1.nn	Offeror's warranty of vessel's last three cargoes carried were FAME Free	
1.oo	Offeror's warranty of FAME Free cleaning (if necessary)	
1.pp	Offeror's warranty statement	
1.qq	Offeror's warranty statement	
1.rr	Offeror's warranty statement	
1.ss	Offeror's warranty statement	
1.tt	Offeror's warranty statement and DD254	
1.uu	Offeror's warranty statement and timeline for completion	
1.vv	Offeror's warranty statement	
1.ww	Offeror's warranty statement	
1.xx	Offeror's warranty statement	
1.yy	Offeror's warranty statement	
SF 1449 Block 28	General Requirements Acceptance Statement	

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

Approved by OMB

0348-0046

(b) (4)



(b)(4)



(b)(4)



(b)(4)



(b)(4)

